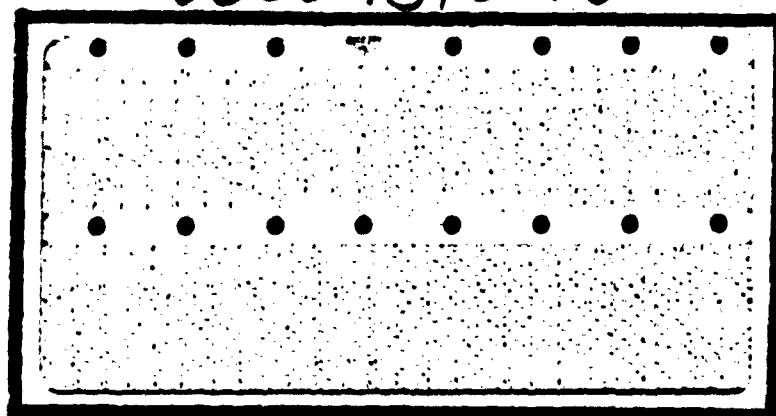


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AIR FORCE CONSTRUCTION CONTRACT  
DISPUTES: AN ANALYSIS OF ARMED  
SERVICES BOARD OF CONTRACT APPEALS  
CASES TO IDENTIFY DISPUTE  
TYPES AND CAUSES

William E. Merrill, 1st Lieutenant, USAF  
Linden J. Torchia, Captain, USAF

LSSR 88-82

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Construction contract disputes were analyzed to determine the relationships between: 1) distinguishing characteristics of a project, 2) the type of dispute, and 3) the causes of disputes. The data for the analysis was extracted from 60 Armed Services Board of Contract Appeals (ASBCA) cases from 1977 to 1981. An analysis was conducted on the data to determine frequencies of occurrences of the variables, and to determine the relationships between the variables. Statistically significant relationships were supported between project features and types of disputes, as well as claim categories and pertinent facts. The most frequent type of claim involved defective specifications. Also, the overriding finding from the analysis of the relationships between variables indicated that contractors often initiate a dispute when their own management was actually at fault. Nonetheless, an awareness of the type and causes of disputes and characteristics of projects involved in disputes should be applicable to Air Force construction contract management.

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**AIR FORCE CONSTRUCTION CONTRACT DISPUTES:  
AN ANALYSIS OF ARMED SERVICES BOARD OF CONTRACT APPEALS  
CASES TO IDENTIFY DISPUTE TYPES AND CAUSES**

**A Thesis**

**Presented to the Faculty of the School of Systems and Logistics  
of the Air Force Institute of Technology**

**Air University**

**In Partial Fulfillment of the Requirement for the  
Degree of Master of Science in Engineering Management**

**By**

**William E. Merrill, BSCE  
First Lieutenant, USAF**

**Linden J. Torchia, BSCE  
Captain, USAF**

**September 1982**

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This thesis, written by

First Lieutenant William E. Merrill

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fulfillment of the requirements for the degree of .

MASTER OF SCIENCE IN ENGINEERING MANAGEMENT

  
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## CHAPTER ONE

### INTRODUCTION

Construction contract disputes are a serious problem for the United States Air Force. This fact becomes obvious when the case load of the Air Force Directorate of Contract Appeals (AFLC/JAB) is examined. The JAB attorneys represent the Air Force on contract disputes appealed to the Armed Services Board of Contract Appeals (ASBCA). At the end of 1981, JAB was handling approximately 100 construction cases with contractor claims totalling nearly \$16.3 million (36).

Disputes in construction cases usually center around broad issues such as the specifications, the design, the inspection, the contractor's actions, or administration of the contract by the Air Force. Events or actions in these areas can cause conflicts between the Air Force and the construction contractor, which can in turn lead to a contract dispute (2:72). The disputes which arise between the Air Force and construction contractors may result in many undesirable consequences, such as negative feelings, delays in the work, and increased costs.

A dispute can change a contractor's attitude toward the government, particularly if the dispute involves a personality conflict or a serious difference in interpretation

between the contractor and the Air Force. This type of situation may cause the contractor to avoid future government contracts. It may also prejudice him against enthusiastic completion of the disputed contract (30).

Delayed delivery, where "delivery" means completion of the construction work, can result from some action taken by the Air Force or the contractor in one of the categories mentioned above (specifications, design, inspection, etc.). For example, the contracting officer might require the contractor to do additional work which will force the anticipated completion date to be extended (23:72). In effect, this is also an increase in cost, since the extra time prevents the Air Force from using the facility, and that lost usage could easily be translated to a dollar value.

There are several ways that a dispute can increase the cost of a project. For example, the contractor might charge the Air Force for additional work not included in the original contract when that work is encouraged by some action of the Air Force. In these instances, the Air Force is merely paying the contractor for additional construction, even if that construction is not really necessary by the original intentions of the contract. In addition, the rates for the extra construction work are usually higher than the original rates, since the new rates are negotiated, not adopted by competitive bidding (23:97).

Sometimes, the Air Force may take unwarranted

actions which decrease the contractor's normal efficiency of operations. Examples of this are overzealous inspection, where the Air Force inspector goes beyond the normal scope of inspection, or an abnormal delay of a test by the Air Force where the results of the test are necessary before further progress can be made by the contractor (23:72,90). The Air Force must reimburse the contractor for additional expenses which result from such actions. In these instances, the Air Force is not receiving any additional construction for the extra costs.

Lastly, there are both administrative and professional costs associated with handling a dispute. The administrative support costs result from the man-hours required for compiling evidence and negotiating the disputed issues. Added administrative costs are required specifically for cases taken to the ASBCA level, since all information pertaining to the dispute must be further compiled and condensed into a more formal format. Other administrative costs are related to transmitting information to the attorneys. Here professional costs also enter in the form of legal expenses for attorneys (6:17,19).

The following discussion of the Air Force construction contract process provides a background for later analyses of disputes and the interrelationships among their causes.

## The Air Force Construction Contract Process

A construction contract is a legal agreement whereby a contractor is hired to build a new facility, modify an existing facility, or repair an existing facility. In the Air Force, the contract is the means of executing a construction project. An Air Force construction project begins when it is initially conceived, and ends when the work is completed and both the contractor and the Air Force are satisfied with the outcomes of the contract performance. Throughout the life of the project, there are many opportunities for interaction between the Air Force and the contractor. Many things which the Air Force does affect the contractor, and vice versa. The principal personnel involved in the process for the Air Force are the contracting officer, the designer, the specification writer, the inspector, and the user (the person who initially requests the work). In this study, any one of these individuals who works in the Base Civil Engineering or Base Contracting organizations and has management responsibility over a construction project is called an "Air Force construction contract manager." For the contractor, the participants are the superintendent and the workers, plus any subcontractor personnel.

The following description of the Air Force construction contract process is somewhat simplified, since it is intended only to identify the possible participants in a dispute and the nature of the project which is being



disputed. By studying how these elements interact with the dispute process, it is possible to focus attention on areas in which management of Air Force construction projects can be improved.

The progress of a typical Air Force construction project (Figure 1.1) begins when someone in the Air Force develops an idea for a project. This person, the user, is usually a manager within a mission-oriented organization on base, or any of the support-oriented organizations, including Base Civil Engineering. The user submits a request to Base Civil Engineering to accomplish the project. It is also possible that the request might be the result of a higher headquarters directive, where the idea occurred at a higher level of command and was conveyed down to base level through organizational channels.

Next, the Base Civil Engineering organization reviews the request to determine if it is valid. This review includes financial (economic) feasibility as well as considerations relating to the authority of the user to submit the request.

If the review shows the project to be a valid one, the next step is the design phase. Design involves taking the user's request and translating it into a set of documents which can be used by a contractor to bid and later to complete the project. These documents are the specifications and drawings. Another output of the design phase is

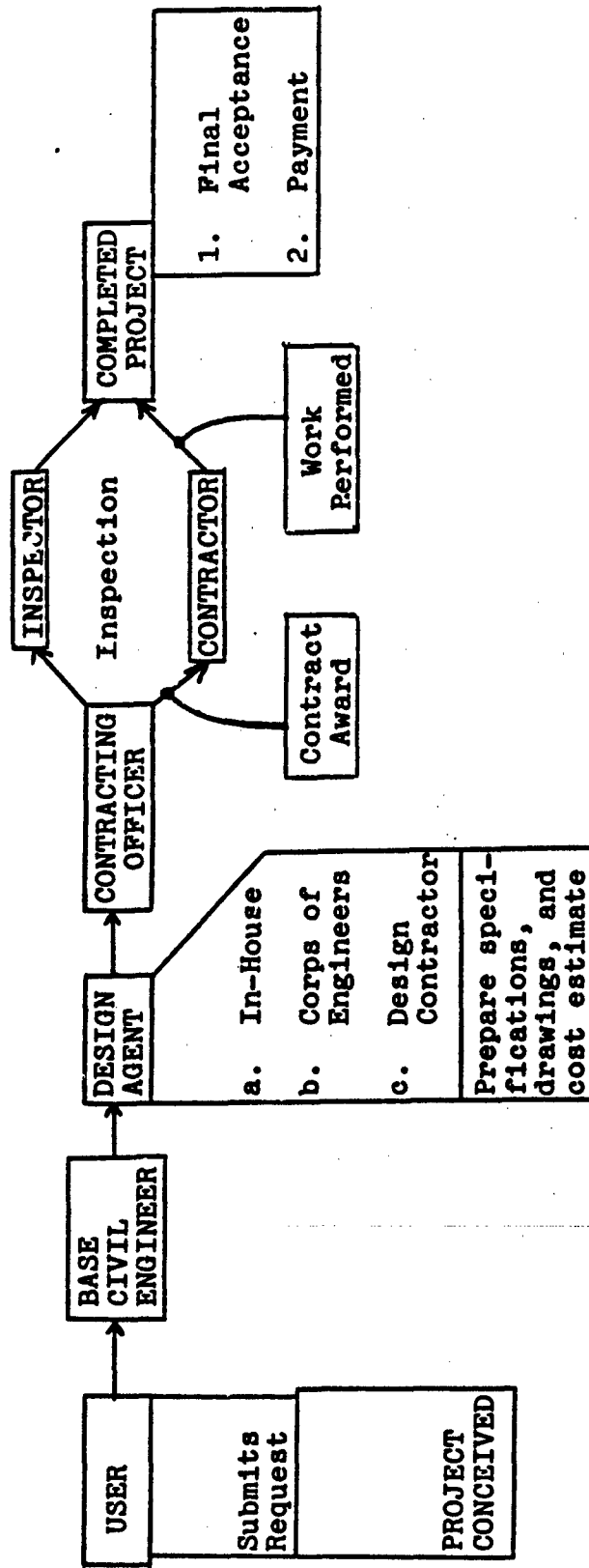


Fig. 1.1. Air Force construction contract process flowchart

cost estimate, which is used in the contracting phase to determine a reasonable monetary level for contractor bids. The design products are usually prepared in-house. If the scope of the project is beyond in-house capability, it will either be handed over to the Army Corps of Engineers (COE) or contracted out to a professional design organization.

After design is complete, the project is handed over to the contracting officer (CO), who attempts to find a contractor to do the work specified in the design documents. The selection of a contractor is accomplished by soliciting bids from eligible contractors, and choosing the one who submitted the lowest "responsive" (complying with the provisions of the bidding process) bid. Once a suitable contractor has been found, the contract is awarded to that contractor and work begins on the project. At this point, the inspection activity begins, with an inspector from the contract management section of Base Civil Engineering appointed as the representative of the CO. The inspector monitors the contractor's progress on the work to ensure that he is complying with the terms of the contract. However, the inspector should not direct the work, nor take any other action which is inconsistent with his role as a passive evaluator. If he has any concerns, they should be recorded in the Inspector's Daily Log and made known to the CO.

A construction project is complete when both parties are satisfied with the results, and final acceptance and

payment have been made. A disagreement at any stage of the process might prevent completion of the project and cause the dispute process to begin.

The lines of work flow throughout the construction contract process are not quite as definitive as Figure 1.1 implies. The involvement of the designer, for example, is restricted primarily to the design phase. However, he might be consulted in later phases of the project by the inspector, who may want to compare the contractor's progress with the intent of the original design documents. Since he is the only person authorized to obligate the government, the CO is also involved throughout the construction contract process. He sits in on meetings between the Air Force and the contractor, continuing to act as the Air Force's official spokesman on issues such as changes to the contract.

#### The Dispute Process

The present system for resolving Air Force construction contract disputes operates at three different levels: 1) the contracting officer level, 2) the ASBCA level, and 3) the judicial level (see Figure 1.2).

Although many contract disputes might be processed sequentially through all three levels, in practice the majority of disputes are settled at the CO level. The remaining disputes are appealed to the ASBCA level or directly to the judicial level (26).

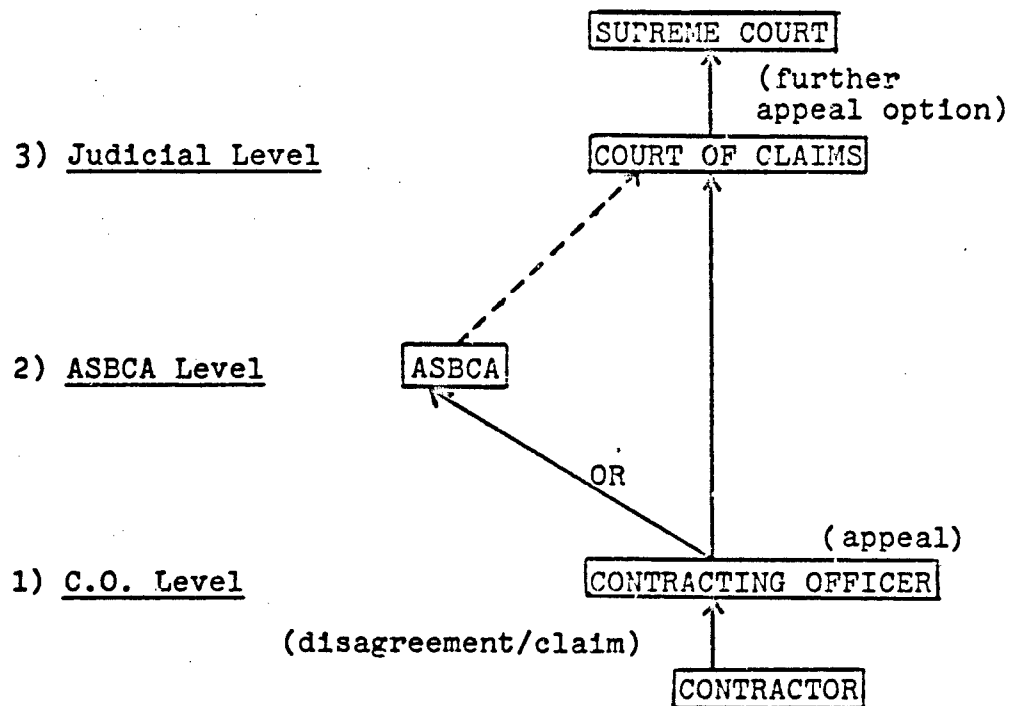


Fig. 1.2. Disputes process flowchart (adapted from 23:221)

The typical dispute that might be appealed to the ASBCA begins with the contractor's dissatisfaction with some aspect of the contract or the Air Force's behavior during the performance phase of the contract. This dissatisfaction is often the result of the contractor's feeling that the CO is enforcing the terms of the contract in an unreasonable manner, although the problem is often actually due to the contractor's financial problems or chance of profit. The contractor states his dissatisfaction to the CO, often in the form of a claim--a request for money or a time extension to compensate for additional work. The contracting officer must respond to the contractor with a written decision regarding the disagreement (23:144). It is possible that the dispute will be settled at this point to the satisfaction of both parties.

However, if the contractor is displeased with the CO's decision, he may appeal to either the ASBCA (level 2) or directly to the Court of Claims (level 3). This appeal may be based on one claim, or a combination of related claims (called a "multiple claim case"). Most contractors decide to appeal to the ASBCA before the Court of Claims (26). There are several reasons for this. First, contractors know that if the ASBCA decision is unsatisfactory, they may appeal it to the Court of Claims. However, if their first level of appeal was the Court of Claims, their only remaining appeal option is the unlikely chance that the

Supreme Court would hear the case. Second, contractors realize that the ASBCA has worked with defense contractors before and is thus more likely to take into account those factors unique to defense contracts. Finally, an appeal to the ASBCA is often quicker and cheaper than a direct appeal to the Court of Claims (6:17,19).

If the case is taken before the ASBCA, a judge will hear both sides of the case and present a decision on the basis of either "entitlement" or "both entitlement and quantum." If the case is decided on entitlement only, the decision is restricted to who won the case. If the decision is based on both entitlement and quantum, the ruling concerning who won the case is supplemented by quantitative information about the proper amounts of time and/or money which should be awarded to the winner. If the case is a multiple claim case, the decision will address each individual claim of the dispute. Following the decision, the cases which have been decided only on the basis of entitlement will be sent back to the base CO for final negotiation and settlement with the contractor (23:145).

If the contractor is still dissatisfied with the decision, he may appeal it to the Court of Claims, which is the first stage of the judicial level. The final point of appeal within the judicial level is the U.S. Supreme Court (23:145), which is unlikely to hear a common Air Force construction contract dispute.

### Key Variables

In disputed cases, there are three variables which describe the nature of projects, disputes, and the causes of disputes--"project features," "claim categories," and "pertinent facts," respectively.

#### Project Features

Throughout the construction contract process, there are several basic characteristics of a project which, taken together, distinguish that project from other similar projects. These are called "project features." Many project features provide a valuable reference point for understanding disputed construction contracts. The following five project features are particularly relevant to this study:

1. Design discipline
2. Type of work
3. Area of country (geographical location)
4. Major command
5. Size of contract (dollar value)

Each of these project features (excepting major command) is fully defined in the glossary of terms in Appendix A.

#### Claim Categories

Claim categories are labels for claims of a dispute. They might be the title of a contract clause which was referenced by the contractor in order to describe the problem which caused the dispute (i.e., "differing site conditions").



Alternately, they might be a more general description of the type of problem which caused the dispute (i.e., "ambiguous specifications"). The following claim categories, defined in Appendix A (Glossary), are particularly relevant to this study:

1. Ambiguous specifications (1:62; 6:72; 8; 34:32-40)
2. Omissions or conflicts in specifications (8; 9:19-20; 18:78; 23:67; 29:33-34)
3. Errors in design (13:474; 24:469)
4. Contracting officer acting improperly (1:62; 6:72; 7:78; 8; 9:26-28; 11:96; 12:20; 17:77; 18:78; 22; 30:58; 34:32-40; 35; 37:3-10; 38:70)
5. Delays (24:469; 29:33-34)
6. Changes (1:62; 9:19-20; 11:96; 14; 20; 24:469; 28; 38:40)
7. Differing site conditions (23:88; 26)

#### Pertinent Facts

Pertinent facts are events or activities (identified by the presiding ASBCA judge in a construction contract dispute case) which occur during the various phases of the construction contract process and cause disputes to occur. The following pertinent facts, defined in Appendix A (Glossary), are particularly relevant to this study:

1. Contractor failure to read contract documents adequately
2. Inadequate site investigation
3. Contractor delays
4. Contractor problems with the additives or bid schedule
5. Contractor underestimated the size of the job or the size of the contract
6. Problems with warranty work
7. Government management issues
8. Contractor management activities
9. Contractor reliance on previous experience or trade practice as a guide
10. Problems with submittals

#### Research Problem

The purpose of this study is to examine disputed Air Force construction contracts to find out whether there are interactions among claim categories, pertinent facts, and project features which, if known, could be used by lower level construction contract managers to closely examine future contracts for the purpose of avoiding disputes.

#### Objectives

To solve this research problem, five specific objectives guided the research:

1. Identify claim categories and their frequency of occurrence in 60 ASBCA construction contract dispute cases heard between 1977 and 1981
2. Identify pertinent facts and their frequency of occurrence in those cases
3. Determine the project features in those cases
4. Determine what, if any, interrelationships exist among and between claim categories, pertinent facts, and project features
5. Present the findings of the study in a form which will be useful to lower level construction contract managers to avoid disputes

#### Scope and Limitations

This study deals with a broad subject area and is intended to have implications for Air Force construction contract management. Nonetheless, the scope of the study is restricted by the following criteria:

1. The number of cases studied was 60
2. The case years examined were 1977 through 1981
3. Only cases at the ASBCA level were examined
4. Only projects within the United States were examined

These limitations relate to the choices of research population and sample, and are discussed further in Chapter Five.

## CHAPTER TWO

### LITERATURE REVIEW

#### Introduction

This literature review identifies those problem areas believed to be the most detrimental to the success of construction contracts, as well as the suspected causes of these problems. The information presented in this section was gathered by way of a comprehensive search of the Air Force Institute of Technology (AFIT) libraries, the Air Force Weapons Library (AFWL), and the Wright State University Library. The sources of the information included AFIT theses, Defense Technical Information Center (DTIC) studies, Defense Logistics Information Exchange (DLSIE) reports, government publications, and trade journals.

The studies in the literature differ in four significant respects: 1) type(s) of contracts studied (construction, supply, research and development, and/or service contracts); 2) phases of the contracting process studied (specification preparation, advertising/bidding/awarding, contract administration, and/or inspection); 3) scope of the problems analyzed; and 4) objectivity of the research methods used. The reasons for these differences are due partly to the nature of this topic, and partly to the

different interests of the groups supporting or performing the studies.

A major objective of many of the research studies which analyzed construction contract disputes was to determine the frequency of occurrence of the various types of claims. There is a great deal of disparity between the rankings of claims in the various studies, so that it was impossible to develop one absolute ranking of the types of claims (see Table B-1, Appendix B). However, although the differences between the studies prevent direct comparisons of the studies, it was still possible to extract the central ideas from all of the studies to develop a general discussion of the claims in construction contracts.

When the literature discusses the claims put forward by the contractor at the outset of disputes, it frequently suggests causes for those disputes. One study (2) also mentioned certain distinguishing characteristics of projects which tend to affect the likelihood of disputes. These distinguishing characteristics of projects closely resemble project features as described in Chapter One, and include such things as contract type, type of work, type of product, and total contract value. Since these distinguishing characteristics appear in only one study, they have been omitted from the following discussion. The discussion will focus mainly on contractors' claims and the causes of these claims.

## Discussion

### Contractors' Claims and Suggested Causes

The claims put forward by contractors and the suggested causes of these claims closely resemble the variables described in Chapter One as claim categories and pertinent facts, respectively. The literature generally centered the discussion around a certain type of claim, and described the various possible causes for the claim. There was one major exception to this format which involves the contractor's profit motive to perform. "The prospect of reduced profit or no profit on a job causes parties to the contract to seek methods for recovery [38:70]."

At this point, the possibility of recovery through a claim may become the only way to make a project profitable.

When a project is in the red, the contractor usually reviews its entire history thoroughly, looking for the reasons why it is losing money. If he finds the owner responsible in any way, he then exploits this with a claim [24:334].

However, having mentioned the possibility of a loss of profit being a motivator for the contractor to enter into the disputes process, the following discussion will assume the claims forwarded by the contractor are caused by factors other than a lack of contractor profit. The discussion of claims and their causes will be discussed under the following headings:

1. Defective specifications
2. Government personnel acting improperly

3. Delays

4. Changes

### Defective Specifications

The discussion of claims in the literature often presents defective specifications as the most frequent type of claim forwarded by construction contractors (6:72; 34:32-40). Problems and disputes in this area result from a failure of the specifications to communicate the owner's desires to the contractor (9:21; 29:33). The reasons for these breakdowns in communication usually involve the following:

1. Errors actually committed by the designer/specifier in describing the owner's desires
2. An unreasonable interpretation by the contractor of the specification requirements.

Three of the claim categories listed in Chapter One fall within the defective specifications area of a claim: 1) ambiguities in specifications claims; 2) omissions/conflicts in specification claims; and 3) errors in specifications claims.

Ambiguities occur when a qualitative or quantitative description is used which has more than one reasonable interpretation (9:19-20; 18:78; 27). Some words are so susceptible to misinterpretation by the contractor, and so difficult to explain to a jury or ASBCA judge in possible subsequent

disputes, that it is wiser to use another word or phrase to describe a particular activity (29:33). Example of words to avoid or use with care include the following: all, any, and/or, and, at, either, both, each, clean, smooth, square and true, level, and exact (21).

Conflicts occur when the different requirements in the specification do not contribute toward the homogeneous product desired by the owner. This type of defect frequently occurs when insufficient time is allowed for specification preparation (13:473). A common type of conflict involves specifications that do not match drawings (15:62), a situation which may be avoided by preparing specifications concurrently with drawings (17:78). Also conflicts are more likely to occur when dimensions, capacities, and quantities are shown in more than one place (29:33). Omissions (9:19; 13:475; 29:34; 38:70) occur when the specification fails to describe a part of the desired end product. Disputes in this area typically involve two closely related issues (3):

1. Should the omissions have been obvious to the contractor (often determined by comparisons with normal trade practices)? If so, he is required to notify the owner regarding the omission so the specification can be corrected prior to contract award.

2. According to normal trade practices, did the omission concern an item nearly always provided as a part of the particular end product? If so, there is no need to



include such a requirement in the specifications.

Specifications carry an implied warranty that if they are complied with, a satisfactory product will result (9:20). However, many specifications include requirements that are impossible or impracticable to achieve (17:77-78; 18:78; 27). This type of defect may be caused by errors in specifications, drawings, and/or design (24:469).

[An] impossibility quite often involves situations in which performance and design specifications are mixed, or situations where specifically named items are unavailable [9:19].

On the other hand, it may also be caused by something as simple as inconsistent dimensions (9:19). Although every effort must be made to minimize impossible/impracticable specifications, man is fallible and will continue to make mistakes (13:474).

In addition to the causes cited above, there are other more pervasive causes of defective specifications. These underlying causes of defective specifications are discussed in the following paragraphs and include:

1. The dynamic nature of the construction environment;
2. The methods used to develop specifications; and
3. The qualifications of the individuals preparing the specifications.

The rapid rate at which the type of construction materials and design methods are multiplying and changing

makes it increasingly more difficult for specifiers, designers, and contractors to maintain a current knowledge of the product lines and construction methods. As such, this dynamic environment adds to the difficulty of producing a specification free of defects (25), and may lead to omissions, impossible or impracticable requirements, incorporation of inaccurate technical data in specifications, or added difficulty in determining whether substitutions for requirements in the specifications should be allowed (determination of "or equal")(18:78). The following situations particularly cause problems for specifiers, designers, and contractors:

1. When new products are specified (15:6; 24:469);
2. When old products are specified in new applications (15:61; 24:469; 25);
3. When specifiers/designers use new design or construction methods for which the industry is not ready (24:469; 25).

A practice which also frequently results in contractual problems/disputes is the use of standard contract documents (16). This practice frequently leads to outdated and excessively voluminous specifications that also may not fit the particular job (15:63; 17:78). Attempts to fit previous specifications to a new job--"cut and paste" specifications--frequently result in similar problems (24:469).

Another situation which further aggravates all other

causes of defective specifications is the lack of competent and experienced specification writers (8; 15:60; 19; 31:22; 33:11). Schools are not producing individuals trained to write specifications (31:22). Additionally, the low starting salaries for specifiers often attract inexperienced, lower quality individuals (8; 19). These individuals often lack field construction experience, the ability to write clearly (33:11), and adequate knowledge of the rapidly developing line of current products (31:22). The findings of one very detailed study in the area of defective specifications are presented in Tables B-2 and B-3, Appendix B. This study analyzed the most frequent sources of problems with respect to producing an adequate set of specifications as perceived by both owners and private design professionals (8).

Thus, the literature shows that defective specifications have been established by a number of investigators as a major type of claim which may result from many different causes.

#### Government Personnel Acting Improperly

Another major claim put forward by contractors involves government personnel acting improperly. This type of claim may include improper inspection, unfair policies/provisions, improper termination procedures, or financial problems.

An important point which should be mentioned here involves the cooperative spirit between the government and the contractor. Frequently, due to the conflicting objectives of the government and the contractor, an adversarial relationship may develop between the two parties (11:96; 30; 38:70). Even when the government and contractor are both cooperating, it is difficult to successfully complete a construction contract. The existence of an adversarial relationship results in frequent confrontations between the government and contractor, which often impair the effectiveness of both parties. As such, an adversarial relationship between the government and contractor increases the likelihood of occurrence of a claim.

Inspection. Inspection, like specifications, is a particularly sensitive area in construction contracts. Under the Air Force approach to construction, "We often see the low bid contractor, who provides only what he interprets to be adequate response to the plans and specs in order to maximize his profits [11:96]." On the other hand, the Air Force construction management team, with the inspector as its front-line representative, interprets the contract documents in a way that will maximize the results they expect to produce (11:96). According to AFR 89-1, the inspection effort must insure that

The construction contractor adheres to the approved plans and specifications to insure that the completed

project provides a complete and usable facility that satisfies the requirement for which it was originally justified [37:p.3-10].

Naturally, because the contractor and inspector have different objectives, everything the inspector says or does is subject to criticism and possible suit (7:78; 18:78). Thus, it is important that the inspector maintain a formal, arms-length, businesslike relationship with the contractor, and not overstep his authority (7:78; 30:58).

Due to the sensitive nature of inspectors' duties, close supervision and control of inspectors' actions in the field are required in order to reduce the chance of disputes. This need for close supervision is made more acute by the fact that the low salaries and fees provided to inspectors often attract low quality personnel (7:78). However, there is also an increasing shortage of competent resident engineers (the inspector's supervisor). Thus, the construction industry is currently plagued by incompetent inspectors and inadequate supervision of inspectors' actions in the field (18:78).

Due to the "numerous court cases throughout the state of California whereby people filed suit . . . for incompetent and nonexistent inspection [12:20]," California enacted a construction inspector practice law in 1978 to come into full effect by 1980 (12:20). This law requires inspectors to pass a written exam and register with the state Board of Registered Construction Inspectors.

The law sets up four divisions of inspectors: engineering inspectors, building inspectors, specialty inspectors (of which there are about 14 kinds), and code enforcement inspectors. . . [12:20].

Several other states have adopted or are considering construction inspection laws.

One of the most critical of the inspector's tasks is proper documentation.

The legal principles applicable to any design or construction case are typically quite basic and uncomplicated. . . . It is the assembly and proof of facts that is so critical. . . .

For this reason, documentation should not be taken lightly or relegated to lower echelon personnel [32:40].

The process of documentation may be subdivided into a number of subtasks: "1) Recognition, collection and recordation. 2) Reporting, distribution, and transmission. 3) Initial utilization. 4) Storage. 5) Retrieval [32:40]." Each of these steps relies strongly on the other steps. One weak link can break the chain. Additionally, the documentation system should be easy to use, efficient, and effective. In order to be effective, the evidence collected must possess the following characteristics: 1) accuracy, 2) objectivity, 3) completeness, 4) uniformity, 5) credibility, and 6) admissibility of evidence (22; 32:40).

Proper documentation is essential once a dispute has been initiated. Prior to the dispute hearing, the parties to the lawsuit can probably get information about the documentation in the hands of the other party. If the facts in

the documentation favor the party from whom the documents are requested, the discovering party may not be as likely to continue the dispute (22; 32:40-41).

One representative study included a questionnaire with the purpose of identifying the most frequent problems with inspection in construction contracts (35). Forty-one percent of the responses from owners, consultants, and independent inspection agencies indicated the problems are related to the lack of competent inspectors, 26 percent of the responses indicated the problems are related to incompetent contractor personnel, and approximately 33 percent of the problems are related to policies or conditions, such as

1. Low fees and low salaries for inspectors
2. Specifications produced/used that make inspection difficult and compliance hard to enforce
3. Contractors cutting corners
4. Owners not realizing the importance of funding for good full-time inspection
5. Uneven work loads that make it difficult to maintain a permanent staff.

From the contractor's perspective, the following are the most frequently encountered problems with respect to inspection in construction contracts:(35):

1. Specification interpretation by inspectors (29%)<sup>1</sup>
2. Work habits of inspectors (29%)
3. Lack of experience by inspectors (20%)
4. Inspector interference with contractor's operation (10%)
5. Attitude of inspectors (8%)
6. Honesty of inspectors (2%)
7. Lack of technical training by inspectors (2%)

Unfair policies/provisions and clauses. The contractor often claims that certain policies/provisions in the contract are unfair (1:62; 6:72; 9:26,28; 17:77; 18:78; 24:469). The vocabulary used in the literature to describe this type of dispute includes such terms as liquidated damages, policies/unfair provisions, and broad exculpatory clauses.

If contracts are not written and administered fairly, disputes will surely arise (18:78). Recently the courts have been ruling in favor of the contractor in claims involving policies/unfair provisions or broad exculpatory clauses claims (9:26-27; 18:78). Since contracts are developed by owners and for owners, contractors were being abused in some

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<sup>1</sup>For the above-mentioned study, percentages refer to the number of times an answer is given by one of the respondents. Each respondent may report more than one problem area.



instances. Thus, to restore equity in contracts, the courts have been supporting contractors in disputes involving unfair policies/broad exculpatory clauses.

The use of owner-prepared schedules also results in contract disputes (17:77). If the contractor falls behind schedule, he often asserts that meeting the owner-prepared schedule would have been impossible or impractical.

Improper termination procedures. The claim of government personnel acting improperly may also occur in the form of improper termination procedures. The literature presents three subcategories of improper termination procedures: 1) improper termination for default, 2) improper termination for convenience, and 3) defective cure notice (1:62; 6:72; 34:32-40). Disputes in the area of improper termination procedures generally involve the terms of the termination and whether the actions taken by the government were warranted.

Financial problems. Another subcategory of "government personnel acting improperly" claims is known as financial problems. It involves incidents whereby some act committed by the government creates unwarranted financial difficulties for the contractor which are detrimental to the contractor's performance (34:32-40). The important issues in this type of claim involve whether or not the government was responsible for the financial difficulties experienced

by the contractor and/or the extent to which these financial difficulties impaired the contractor's performance.

### Delays

The literature also reveals that claims may be forwarded when the contractor's performance is delayed by forces beyond his or her control; these are known as delay claims. Whenever the contractor's performance is delayed by forces beyond his control, the government must provide additional time and/or money to the contractor. Two of the major sources of delays are government action/non-action and acts of God/labor movements. This type of dispute often results in the most expensive claims (24:469).

Government caused delays. Contract disputes often occur as a result of government caused delays. Any delay caused by the government affects the contractor's schedule, and thus results in additional costs (24:333-334). This type of dispute involves whether the owner or contractor was responsible for the delays, and/or how much additional cost was a result of the delays.

There are many ways in which the owner (the government), the engineer, or the contractor may cause delays (24:333-334). Some examples of owner caused delays include:

delaying contract award; failing to give access to the work site; letting other contracts in the same area; delaying decision; failing to pay for extra work, to settle change order costs, approve submissions, or provide burrow and dump sites [24:333].

The engineer may delay the contractor by "failing to approve shop drawings or materials on time, giving ambiguous directions, wrongfully rejecting work, or refusing to accept materials that meet specifications [24:333]."

Acts of God or labor movements. Acts of God include such things as unusually harsh weather or natural disasters which unexpectedly delay the contractor's performance. Labor movements involve such things as union strikes which greatly reduce the readily available supply of labor. There is a clause in government contracts which states the contractor is not held responsible for delays due to acts of God or labor movements (Department of Defense Standard Form 23-A, General Provisions: Construction Contract, Rev. 4-75). Therefore, disputes involving these types of delays often result when the government believes the factors causing the delay were controllable by the contractor, and/or agreement between the government and contractor cannot be reached regarding the exact effect of these delays.

#### Changes

Another frequent type of claim discussed in the literature is changes claims (4:19-20; 11:96; 14:20; 24:469; 28; 38:40). There are three subcategories of changes claims:

1. Government and contractor failure to agree on

terms of a change issued by the contracting officer (1:62; 9:20; 11:96; 24:469).

2. Changed site conditions (9:20; 14:154; 20; 38: 70)

3. Constructive changes (24:469).

As such, changes claims result when the government and the contractor fail to agree on whether a change to the original contract actually occurred, and/or the terms of the change order (9:19-20; 11:96; 14; 24:469; 38:469). Failure to agree on whether a change actually occurred applies mainly to changed site conditions and constructive changes.

Failure to agree on terms of a change. This type of change claim involves situations in which the government and contractor fail to agree on the terms of a change (9:19; 11:96; 24:469). For example, when a contracting officer makes a change to the contract, the contractor performs the work associated with the change, and the government and contractor later negotiate the time and money compensation for the change. Many times the government and contractor fail to reach an agreement on the terms of a change. When this situation occurs, the contracting officer may unilaterally issue what he or she believes to be fair compensation for the change to the contract. If the contractor disagrees with these terms, a dispute results which may end in a claim.

Thus, at any time a change to the contract occurs, a claim may result.

There are four major causes for changes in contracts:

1) changes due to design defects (4; 28:26), 2) changes requested by the owner (4; 28:26), 3) changes in criteria (4), and 4) changed site conditions (4). These changes most frequently occur during construction or modification of hospitals, barracks, and senior headquarters facilities, as well as during pollution abatement and energy related projects (4). The magnitude of changes in government construction contracts is estimated to be between 8 and 11 percent of the initial contract amount, approximately the same as found in non-government construction contracts (4; 28:26).

Changed conditions. Changed conditions occur when the conditions as specified in the contract do not match the actual conditions encountered by the contractor at the construction site (9:20,28; 14:154; 20; 38:70). The government and contractor may disagree as to whether changed conditions actually occurred and/or the effects of the changed conditions on the contractor's performance. Some examples of changed conditions include the following (9:28; 38:40):

1. Failure by the owner to disclose superior knowledge in the documents
2. Subsurface conditions not as indicated by soil borings

3. Failure by preceding contractor to complete work on time.

In most instances changed conditions cannot be anticipated or are of such diverse character that they are not readily controllable (4). They occur most often below ground rather than above ground. Since heavy subsurface construction work is extremely expensive today, changed conditions associated with underground work are usually extremely costly, running into millions of dollars (14:154-155).

Constructive changes. Constructive changes are changes other than those directed by the contracting officer that lead to extra costs for the contractor (24:469). This type of change occurs when some act committed by the government reasonably leads a contractor to believe that the government wants a change to the original contract, although the government did not actually desire a change. Thus, disputes in the area of constructive changes involve whether a government act reasonably led the contractor to believe the government wanted a change. The amount of adjustments of money and construction time associated with the change may also be disputed. Constructive changes have become very popular dispute issues (24:469).

#### Conclusion

The literature identifies various types of claims which occur in construction contracts. The claims closely

resemble the claim categories described and listed in Chapter One. Many of the studies in the literature also developed rankings of the frequency of occurrence of the various types of claims. There is quite a disparity between the rankings provided in these studies. Thus, an absolute ranking of the frequency of occurrence of the various claim categories does not exist.

For two of the types of claims, defective specifications claims and inspection claims, comprehensive rankings of the frequency of occurrence of the direct causes of these types of claims have been developed. However, no such rankings of direct causes have been developed for the other types of claims.

The literature also identifies many different types of factors which influence the occurrence of claims in construction contracts:

1. Direct causes (closely resembling pertinent facts as described in Chapter One) of specific types of claims;
2. Distinguishing characteristics of projects (closely resembling project features as described in Chapter One) which influence the likelihood of a claim occurring
3. A lack of contractor profit in the project which influences the likelihood of a claim occurring
4. An adversarial relationship between the government and contractor which influences the likelihood of a claim occurring.

The relationship between the claims and their causes is very complex and difficult to understand, since claims often result from multiple causes.

No previous study has attempted to analyze this complex network of factors.



## CHAPTER THREE

### METHODOLOGY

#### Introduction

The methodology of this research included two steps: data collection and data analysis.. The data collection step involved gathering secondary data from a literature review and primary data from sixty ASBCA cases. The data analysis step involved applying statistical techniques to the primary data from the data collection phase. Both steps of the methodology are discussed in this chapter.

#### Data Collection

##### Sources of Data

Secondary data were gathered in a comprehensive literature review on construction ~~contract~~ disputes and related topics. The results of the literature review are presented in Chapter Two. The role of this secondary data was to help the authors determine what project features, claim categories, and pertinent facts have been identified by previous research.

Primary data from 60 disputed Air Force construction contract cases were collected by examining case decisions of ASBCA hearings. These case decisions, called "decisions" henceforth, are bound in annual volumes with other Boards of

Contract Appeals (BCA) decisions (3). They are written by the presiding ASBCA judge.

Each decision contains an introduction, a "findings of fact" section, and a section containing the judge's ruling on individual claims. The introduction section is a brief summary of the claims and major issues of the case. It also includes a list of attorneys on the case for both the government and the contractor. The findings of fact section contains an explanation of all facts relevant to the nature of the claim(s). The section is actually a series of "findings," sometimes numbered. Each finding deals with some minor point of contention (subordinate to the claim) or some fact which helps to clarify the reasons for the claim, the role of the participants, or the participants' actions during the performance of the contract. The discussion in each finding is usually based on the judge's evaluation of testimony by witnesses for both parties to the dispute.

The last element of the decision is the judge's rulings on the claims of the case. If the case is being decided on the basis of entitlement (non-quantitative) only, this section contains a statement on the validity of each party's position on the claims, and a ruling on which position is correct. If the case is decided on the basis of both entitlement and quantum, the ruling on each party's position is followed by a ruling on the correct amounts of time and/or money to be awarded. This section also includes

legal information, such as precedent citations or explanations of appropriate legal procedures.

The ASBCA cases in the BCA casebooks can be distinguished from other BCA cases by using the various indices at the beginning of each volume.

This study will only be concerned with disputes at the ASBCA level (instead of cases from the other levels of the dispute process described in Chapter One). There are several reasons:

1. The ASBCA level is preferred over the Contracting Officer level since the ASBCA case decisions are a more uniform and objective reporting of the facts and outcomes of a dispute than the individual contract case files (2).

2. Cases which have advanced to the ASBCA level take on an added degree of significance over the Contracting Officer level cases because the ASBCA level cases usually involve added administrative and professional costs (6:72).

3. Judicial level cases are not considered because fewer cases advance to that level. The greater number of construction contract disputes end up at the ASBCA level (26).

4. The ASBCA deals with more defense contracts than the judicial level courts and has more familiarity with problems unique to defense construction contracts (6:72).

### The Research Population

The research population for this study consists of all Air Force construction contract dispute cases which met all of the following criteria:

1. The decision was rendered by the ASBCA between 1977 and 1981.
2. The project was located within the United States.
3. The name of the Air Force base was mentioned in the decision.
4. The case was the initial appeal of a given dispute, not a "reconsideration" of an earlier board decision.

These criteria were established to ensure the applicability of the findings to current Air Force construction contract management in the U.S. The last two criteria also ensured that the cases were Air Force cases and that all the information items required for this study were present in the decisions. There were 104 cases in this population (see Appendix C).

### The Research Sample

The cases in the population were listed in chronological order and 60 were selected by a judgement sampling technique. Starting with year 1981 of the population cases, every other case was chosen until 60 cases had been selected, which occurred in the year 1977. Later, the 60 cases were divided up between team members, who checked them again to be sure that they met eligibility requirements. This

forced removal of some cases from the population case list. To fill those slots on the sample list, some of the cases that had been skipped earlier in the sampling procedure were selected.

The number of cases chosen (60) was based on preliminary estimates by the researchers of the amount of time necessary to review and analyze an ASBCA case. This convenience criterion was then used to estimate how many cases the researchers could cover in a reasonable period of time.

#### Case Review Form

Once the sample cases had been selected, the next step was to extract information from each case and put it into a format which could be used for statistical analysis and interpretation. In order to accomplish this, a case review form was developed.

The case review form is a vehicle for recording relevant information relating to claims. It fulfilled two important roles:

1. It offered a central location for all relevant information on a case. If it was necessary to refer to a given case at a later point for clarification, the case review form was a ready reference sheet.
2. It provided consistency among the evaluations of different cases. Since the form contained the same elements of information for every case, it allowed cases to be

evaluated on a common basis. This produced uniformity by reducing the variation due to the individual characteristics of the researchers.

#### Development of the Form

The first step in the design of the case review form was to determine appropriate entries for the form. The entries were based on applicable construction contract information from the literature review, the prior knowledge of the researchers, and an initial review of eight ASBCA cases (not necessarily the same as those on the sample list)(see Appendix D). This initial case review, conducted by both team members, was designed to find additional pertinent facts and claim categories, and to confirm the applicability of those suggested by the literature review.

As a result of the initial case review and survey of existing information, a draft case review form was developed. The draft form was then used by both team members to review another eight cases (different from those in the initial case review, and not necessarily the same as those in the sample list). The results of the two case reviews were then compared. This second case review was used to ensure the case review form accurately collected the required information from the cases. The review was also intended to ensure that both team members had a similar understanding of the meaning of the entries on the form.

When the second case review was complete, a final case review form was developed (Figure 3.1).

#### Description of the Form

The final case review form contains the following five sections:

1. **Heading.** The heading section includes information which helps to locate the case if the write-up in the casebooks must be referred to later for more details. The heading also helps to establish the identity of a given case through the case number, date, and the name of contractor (which is also the title of the case).

2. **Case information.** This section includes information concerning the outcome of the claim and the basis of decision (entitlement and quantum), as well as the amounts claimed and awarded.

3. **Project features.** This information describes the nature of the project associated with the claim. For example, the type of work involved in the project and the design discipline required for the work associated with the claim are both mentioned.

4. **Claim categories.** These items are intended to correspond directly to the claims of the cases. They might be the actual title of a claim, based on a contract clause (i.e., differing site conditions) or a general categorization of the type of claim (i.e., ambiguous specifications).

ASCCA Case No. _____ Date Case Heard _____																										
Name of Contractor _____																										
Base _____ Page No. _____ Vol. No. _____																										
Paragraph No. _____																										
CASE TYPE	Settlement _____ Both Had _____ Dollar Amt. of Claim \$ _____																									
	Who went Govt. _____ Ktr _____ Amount of award \$ _____																									
Time Extension requested _____ (days) Awarded _____ (days)																										
PROJECT FEATURES	Design Discipline: Electr _____ Mech _____ Civil _____ Struc _____																									
	Area of the Country: _____ Days Required _____ NAJCOM: _____																									
	Size of Contract: \$ _____ COE Involvement Yes _____ No _____																									
	Type of Work (project): _____																									
CLAIM CATEGORIES	Type of Work (Claim): _____																									
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2. Omissions in Specs. _____	11. Inspector-caused Delay _____																									
3. Conflicts in Specs. _____	12. Inspector Acting Outside His Authority _____																									
4. Differences in Interpretation _____	13. Inspector Improperly Rejecting Work _____																									
5. Impossibility of the work described _____	14. Inspector Improperly Directing Work _____																									
6. Inaccurate tech. data in specs. _____	15. Inspector Improperly Stopping Work _____																									
7. Differing Site Conditions _____	16. Fraud, Latent Defects, or Gross Errors _____																									
8. Changes in Specs. _____	17. CO Acting Improperly _____																									
9. Challenges in the "or Equal" area _____	18. CO Directing Add'l Work _____																									
10. Owner had superior knowledge _____	19. CO Improperly Rejecting Work _____																									
11. Failure to give access to the work site _____	20. Improper T for S _____																									
12. Poor Workmanship _____	21. Improper T for S _____																									
13. Overcautious Inspection _____	(continued)																									

Claim Categories(contd.)																					
Additional Claim Categories: _____																					
Comments: _____																					
PERTINENT FACTS	<table border="0"> <tr> <td>1. Need for Change Order _____</td> <td>11. Lack of Coordination Between the Contractor and Subcontractors _____</td> </tr> <tr> <td>2. Poor Criteria at the Start of Design _____</td> <td>12. Change in the Contractor's Supervisor _____</td> </tr> <tr> <td>3. Need for Addendum _____</td> <td>13. CO Directs Change in the Method or Manner of Performance _____</td> </tr> <tr> <td>4. Poor Documentation by Inspector _____</td> <td>14. Problems with Government-Furnished Equipment _____</td> </tr> <tr> <td>5. Inexperience of Inspectors _____</td> <td>15. Use of Improper Communication Channels by CO _____</td> </tr> <tr> <td>6. Absence of the Contractor's Supervisor _____</td> <td>16. Air Force Personnel Performing Contractor Duties _____</td> </tr> <tr> <td>7. Poor Documentation by Contractor _____</td> <td></td> </tr> <tr> <td>8. Contractor's Prior Experience _____</td> <td></td> </tr> <tr> <td>9. Adversary Relationship _____</td> <td></td> </tr> <tr> <td>10. Change in Inspectors _____</td> <td></td> </tr> </table>	1. Need for Change Order _____	11. Lack of Coordination Between the Contractor and Subcontractors _____	2. Poor Criteria at the Start of Design _____	12. Change in the Contractor's Supervisor _____	3. Need for Addendum _____	13. CO Directs Change in the Method or Manner of Performance _____	4. Poor Documentation by Inspector _____	14. Problems with Government-Furnished Equipment _____	5. Inexperience of Inspectors _____	15. Use of Improper Communication Channels by CO _____	6. Absence of the Contractor's Supervisor _____	16. Air Force Personnel Performing Contractor Duties _____	7. Poor Documentation by Contractor _____		8. Contractor's Prior Experience _____		9. Adversary Relationship _____		10. Change in Inspectors _____	
	1. Need for Change Order _____	11. Lack of Coordination Between the Contractor and Subcontractors _____																			
	2. Poor Criteria at the Start of Design _____	12. Change in the Contractor's Supervisor _____																			
	3. Need for Addendum _____	13. CO Directs Change in the Method or Manner of Performance _____																			
	4. Poor Documentation by Inspector _____	14. Problems with Government-Furnished Equipment _____																			
	5. Inexperience of Inspectors _____	15. Use of Improper Communication Channels by CO _____																			
	6. Absence of the Contractor's Supervisor _____	16. Air Force Personnel Performing Contractor Duties _____																			
	7. Poor Documentation by Contractor _____																				
	8. Contractor's Prior Experience _____																				
	9. Adversary Relationship _____																				
10. Change in Inspectors _____																					
Additional Pertinent Facts: _____																					
Comments: _____																					
_____																					
_____																					
_____																					
_____																					

Fig. 3.1. Case review form



5. Pertinent facts. Pertinent facts help to explain why a given claim occurred. They give information related to the performance phase of a project, and any other facts the judge felt were pertinent to the nature of a claim.

#### Using the Form

After the final case review form had been developed and tested, it was used to examine the 60 cases in the sample. (See Appendix C for the completed forms.) In order to decide which claim categories were appropriate in a given decision, the concluding (rulings) section of the decision was inspected. If there were two or more claims in one case (a "multiple claim case"), a separate form was used for each claim, since each claim had its own individual characteristics, and could have been appealed apart from other claims if the appellant had chosen to do so.

Appropriate pertinent facts could come from any part of the decision (introduction, findings, or rulings), as long as they were relevant to the nature of the claim. A pertinent fact might relate to a contractor action or a government action. It might have been based on a point which was brought up by the contractor's attorney, the government's attorney, or the judge himself. It was possible to have more than one pertinent fact for a given claim category. The final decisions on appropriateness of pertinent

facts from each case were based on the team members' mutual understanding of the meanings of the individual pertinent facts on the case review form. Additional and new pertinent facts were selected on the basis of a similar mutual understanding of the general nature of pertinent facts.

For multi-claim cases, an evaluation was made of the applicable pertinent facts for each claim. In such instances, one pertinent fact might relate to all of the claims. For example, in a case with two claims (differing site conditions and ambiguous specifications), the same pertinent fact (poor documentation) might apply to both claim categories. On the other hand, each claim category might have its own unique pertinent facts.

Each of the last three sections of the form contain blanks for comments and additional items (project features, claim categories, and pertinent facts). These blanks gave the researchers an opportunity, while reading the cases, to explain or expand on an item which was not clear-cut, or to propose a new item if appropriate. The comments blanks gave enough information concerning crucial issues that it would not be necessary to refer to the casebooks if a later reorganization of claim categories and pertinent facts occurred. The additional item blanks were used to list an appropriate project feature, claim category, or pertinent fact that was not on the list.

### Review of the Completed Forms

After all the cases in the sample had been reviewed, the investigators determined what case information items, project features, claim categories, and pertinent facts resulted from the data collection step. As a result of the conference, a list of these items was prepared (see Appendix E).

### Coding and Categorizing the Information

The list of items resulting from the data collection step was condensed to a list of four case information items, five project features, seven claim categories, and eleven pertinent facts. The condensing process was necessary for efficient application of statistical techniques. Numerical codes were then assigned to the lists of seven claim categories and eleven pertinent facts so that the data could be statistically analyzed. Figure 3.2 presents an overview of the coding process.

Project features were merged with case information to form a special group called "analysis factors." This group was developed strictly for statistical analysis. Although the two types of information have different meanings, they have structures which are similar enough to warrant grouping them together for analysis purposes. Both project features and case information have a number of different possible modes of occurrence. These modes of

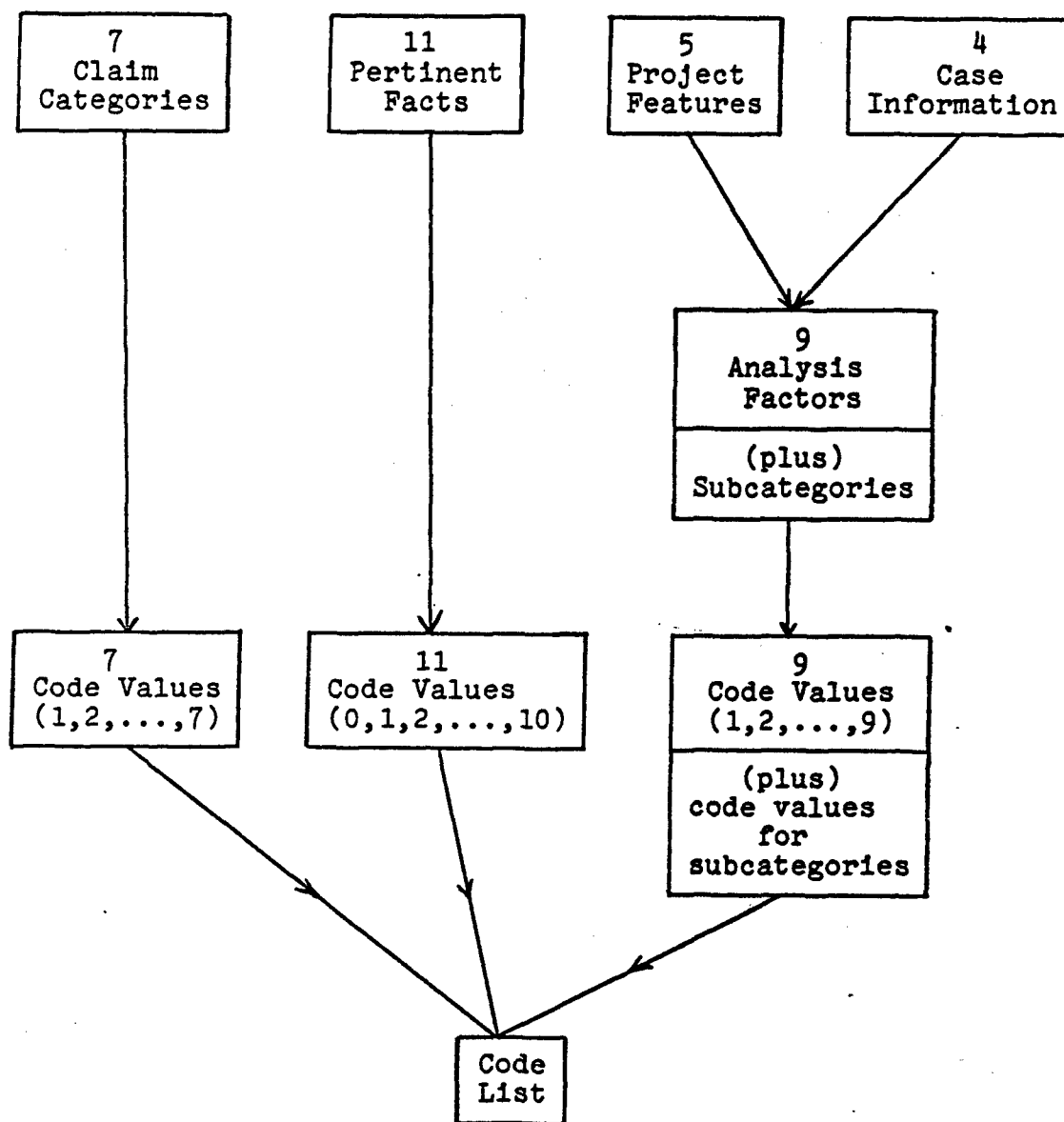


Fig. 3.2. Coding process

occurrence are called "subcategories" of analysis factors. For example, the analysis factor "design discipline" has four subcategories: electrical, mechanical, civil, and structural. Some analysis factors (such as size of contract) did not have a clear set of existing subcategories because their possible values ranged in whole number intervals from zero to the largest values. Arbitrary subcategories were developed for these analysis factors, and numerical codes were assigned to all analysis factors and their subcategories.

The result of establishing codes for analysis factors, pertinent facts, and claim categories was a code list (see Appendix F). The coding of the actual data was then performed by assigning appropriate code values (from the code list) to analysis factors, claim categories, and pertinent facts from the case review forms. The following sequence was used to list the code values for each claim:

1. Analysis factor code
2. Subcategory code
3. Claim category code
4. Pertinent fact code

Two of the analysis factors, "award amount" and "claim amount," did not appear in every claim. They were omitted from some sets of data elements.

The results of the coding process were a list of data points, each corresponding to a different combination of

analysis factors, claim categories, and pertinent facts.

### Data Analysis

An analysis of the data was performed to identify relationships existing between the following three types of factors: 1) analysis factors, 2) pertinent facts, and 3) claim categories. The main focus was on identifying strongly positive correlations, since these correlations would enable conclusions to be drawn.

The analysis was performed through an incremental process, using a computerized statistical package called the Biomedical Parametric Package (BMDP)(10). First, acceptable contingency tables had to be produced for analysis factors versus pertinent facts versus claim categories. The contingency tables had to meet two criteria:

1. The contingency tables had to contain a small number of sampling zeros.
2. The combination of categories corresponding to each cell of the table had to interact to provide meaningful information.

Sampling errors appear as zero values in the cells of contingency tables. These zeros occur because the combination of events corresponding to the zero-value cells does not occur within the sampling data.

Contingency tables with a high percentage of sampling zeros provide misleading statistical results. The

dependency within a contingency table is determined by the degree of trends within the data. A zero-value cell results in a strong negative correlation between those events corresponding to the zero-value cell. Thus, a high number of sampling zeros leads to a high number of strongly negative correlations. This high number of negative correlations indicates a certain trend in the data--the tendency of certain combinations of events not to occur together. Since the dependency within a contingency table is determined by the degree of trends within the data, this trend caused by the sampling zeros indicates there is a statistically dependent relationship between the different dimensions of the table. This determination of a dependent relationship may be misleading when a high number of sampling zeros exists, because the cells containing positive values may not support the finding of a statistically dependent relationship. As such, the extension of the dependent relationship to the positive value cells may lead to faulty interpretations of the data.

The number of zero-value cells can be reduced by a process called "collapsing," which involves combining rows or columns in such a way as to eliminate as many zero-value cells as possible, while still allowing for meaningful interpretations. Care was taken to collapse only categories with appropriate similarities. Although collapsing normally results in a reduction in the degree of specificity of

conclusions, if categories are combined properly, the analyst can still develop more general but meaningful conclusions.

Once acceptable contingency tables were produced, these tables were tested for statistically significant dependent relationships between the various dimensions of the contingency tables. The Pearson Chi-Square Test was used to determine dependence between the rows and columns (10:252). Since the test for dependence was performed at the 90 percent significance level, the  $\alpha$ -value of the test is 0.1. Thus, there is a statistically significant relationship between the dimensions of a contingency table when the p-value produced for the contingency table is less than 0.1.

Residual values were produced for each cell of those contingency tables which indicated dependent relationships between the dimensions of the table. Since the "residuals are measures of the difference between the observed and expected values of the cells [10:268]," the magnitude of the residuals indicates the degree of correlation between specific categories of one dimension of the table and specific categories of other dimensions of the table. The degree of correlation indicates the tendency of specific values of the different dimensions of tables to occur together. Specific interpretations were then drawn from these tendencies.



## CHAPTER FOUR

### FINDINGS

#### Three-Way Analysis

The initial analysis involved a three-dimensional multiway table. The purpose of this analysis technique is to

attain a description of the relationship between the factors of the table, either by forming a model for the data or by testing and ordering the importance of interactions between the factors [10:297].

The three dimensions of the table were: 1) analysis factors, 2) pertinent facts, and 3) claim categories. Due to the nature of the data, one dimension of each table consisted of the subcategories of one of the analysis factors, and the second and third dimensions of each table included all of the pertinent facts and claim categories, respectively. (A three-way analysis is illustrated in Table 4.1.)

In the first set of three-dimensional tables produced, the claim categories and pertinent facts were grouped into 7 and 11 categories, respectively (see Appendix H). Total numbers of occurrences of each analysis factor, pertinent fact, and claim category were provided with each table (Table 4.2). These total values indicated that an insignificant number of data points existed for award amount, so this analysis factor was omitted from further analysis.

**EXAMPLE OF THREE-WAY CONTINGENCY TABLE WITH 11 PERTINENT FACT CATEGORIES**

\*These are computer variable names for our analysis factors, claim categories, and pertinent facts (see Appendix G).

TABLE 4.2

## TOTAL OCCURRENCES OF VARIABLES

<u>Subcategories</u>	<u>Total</u>	<u>Subcategories</u>	<u>Total</u>
ENTLMT*	100	FR5T20T	18
BOTH	26	FR20T50T	33
KTR	37	OVER50T	12
GOVT	89	UNDER1T	12
ELEC	18	FR1T10T	5
MECH	13	OVER10T	6
CIVIL	32	UND100T	39
STRUC	70	FR100T1M	44
NE	17	OVER1MIL	24
SE	28		
MIDWEST	52	<u>Claim Categories</u>	<u>Total</u>
WEST	29	DELAY	18
TAC	32	ERROR	11
SAC	30	DIFFSC	18
MAC	23	CHANGES	21
OTHER	41	AMBIG	36
NEWCONSTR	36	OMISS	10
ADDTN	26	COPROB	21
ALTER	25		
REPAIR	42		
UNDER5T	33		

\*Names of subcategories and other variables are shown as computerized variable names (see Appendix G).

TABLE 4.2 - Continued

<u>Pertinent Facts</u>	<u>Total</u>
NONE	15
FAILREAD	24
SITEINV	11
KTRDELAY	11
ADDITIVE	4
UNDERES	5
WARRANTY	2
GOVTMGT	16
KTRMGT	25
KTREXP	13
SUBMTL	7

Additionally, these tables included a great many sampling zeros (see example, Table 4.1), which indicated that the statistical findings were unreliable. Thus, the categories of this first set of tables had to be collapsed to reduce the number of sampling zeros.

It was determined that collapsing pertinent fact categories would be more beneficial than collapsing either claim categories or analysis factors. Not only did many of the pertinent fact categories contain a high percentage of sampling zeros, but these categories also exhibited the greatest degree of similarity between categories.

The pertinent fact categories were collapsed through an incremental process in an attempt to produce a contingency table with an acceptable number of sampling zeros, which still provided for the most meaningful conclusions possible. The pertinent facts were first reduced from 11 to 7 categories. The categories of additives, warranty, contractor's experience, and submittals were selected as candidates for collapsing. These categories occurred only a total of 4, 2, 13, and 7 times, respectively, out of the 126 total occurrences of pertinent facts. Additives was combined with failure to read specifications; warranty and contractor's experience combined with contractor's management; and submittals was combined with government management. These groupings were selected based on similarities between the categories. However, the tables produced using these

new groupings of pertinent fact categories still contained nearly 50 percent sampling zeros (see Table 4.3). Thus, the pertinent fact categories had to be further collapsed.

The pertinent facts were next collapsed to 4 categories. The categories considered for collapsing were site investigation, contractor delay, additive, underestimation, warranty, contractor's experience, and submittals. These categories contained total values of 12, 11, 4, 5, 2, 13, and 7, respectively. Table 4.4 indicates which categories were grouped together and the titles given to these groupings. This level of collapsing represented the minimum level to which pertinent facts could be collapsed and still provide for meaningful interpretations of the data. However, within these three-dimensional tables nearly one-third of the cells still contained sampling zeros--too large a number of zero value cells to provide reliable statistical findings (see example, Table 4.5).

In order to further reduce the sampling zeros to an acceptable level, either analysis factors or claim categories had to be further collapsed. After careful consideration of both types of factors, it was determined that only claim categories could be further collapsed. Therefore, the categories of omission and errors in specifications were combined with ambiguous specifications to reduce the claim categories from seven to five. Three-way contingency tables were then produced for each analysis factor with five claim

TABLE 4.3

EXAMPLE OF THREE-WAY CONTINGENCY TABLE  
WITH SEVEN PERTINENT FACT CATEGORIES

THE FOLLOWING TABLE IS ANALYZED.

SC	CC	C	I	PF	(P)	FAILREAD	SITEINV	KTRDELAY	UNDGERS	KTRNGT	GOVTNGT
1	2	3	4	5	6	7	8	9	10	11	12
ELEC	DELAY	1	1	0	0	0	0	0	0	1	0
	ERROR	1	0	0	0	0	0	0	0	0	1
	DIFFSC	1	0	1	2	0	0	0	0	0	1
	CHANGES	1	0	0	0	0	0	0	0	1	2
	AMRIS	1	0	3	1	0	0	0	0	2	0
	OMISS	1	0	0	0	0	0	0	0	0	0
	CCPROB	1	1	0	0	0	0	0	0	1	0
MECH	DELAY	1	0	0	0	1	0	0	0	0	0
	ERROR	1	0	0	0	0	0	0	0	0	0
	DIFFSC	1	0	0	0	0	0	0	0	1	0
	CHANGES	1	1	0	0	0	0	0	0	1	0
	AMRIS	1	0	1	1	0	1	1	1	1	0
	OMISS	1	0	0	0	0	0	0	0	0	0
	CCPROB	1	1	0	0	1	0	0	0	0	0
CIV	DELAY	1	1	0	0	1	0	0	1	1	1
	ERROR	1	0	0	0	0	0	0	0	1	0
	DIFFSC	1	2	1	1	1	0	0	1	1	0
	CHANGES	1	0	0	0	0	0	0	1	0	0
	AMRIS	1	0	2	0	0	0	0	3	2	0
	OMISS	1	0	2	1	0	0	0	1	0	0
	CCPROB	1	0	1	0	0	0	1	2	2	0
STRUCT	DELAY	1	1	0	0	7	0	0	1	2	2
	ERROR	1	0	2	0	0	0	0	6	1	1
	DIFFSC	1	2	0	1	0	0	0	0	1	1
	CHANGES	1	3	0	0	0	0	2	5	3	0
	AMRIS	1	0	10	2	0	0	0	9	0	0
	OMISS	1	1	3	0	0	0	0	2	0	0
	CCPROB	1	1	0	0	0	1	1	4	0	0

••FOR ANALYSIS: .500 IS ADDED TO EACH CELL ABOVE

THE TOTAL FREQUENCY IS 135

TABLE 4.4

COLLAPSING OF PERTINENT FACTS FROM 11 TO 4 CATEGORIES

<u>List of 4 Collapsed Categories</u>	<u>List of 11 Previously Existing Categories</u>
1. None	None
2. Prebid Issues	Failure to Read Specifications Site Investigation Additive Underestimation
3. Contractor Management	Contractor Delay Warranty Contractor's Experience Contractor's Management Submittals
4. Government Management	Government Management



TABLE 4.5

EXAMPLE OF THREE-WAY CONTINGENCY TABLE  
WITH FOUR PERTINENT FACT CATEGORIES

THE FOLLOWING TABLE IS ANALYZED.								
CC	CC	I	PF	(P)	NONE	PERIOD	EXTRNGT	GOVTNGT
1	C	I						
ELEC	DELAY	I	1	0	1	0		
	ERROR	I	0	0	1	0		
	DIFFSC	I	0	3	0	1		
	CHANGES	I	0	0	3	0		
	AMBIG	I	0	4	2	0		
	OMISS	I	0	0	0	0		
	COPROB	I	1	0	1	0		
MECH	DELAY	I	0	0	1	0		
	ERROR	I	0	0	0	0		
	DIFFSC	I	0	0	1	0		
	CHANGES	I	1	0	1	0		
	AMBIG	I	0	6	1	0		
	OMISS	I	0	0	0	0		
	COPROB	I	1	0	1	0		
CIV	DELAY	I	1	0	2	1		
	ERROR	I	0	3	1	0		
	DIFFSC	I	2	5	2	0		
	CHANGES	I	0	0	1	0		
	AMBIG	I	0	2	3	2		
	OMISS	I	0	3	1	0		
	COPROB	I	0	2	2	2		
STRUCT	DELAY	I	1	0	9	1		
	ERROR	I	0	2	7	0		
	DIFFSC	I	2	1	0	1		
	CHANGES	I	3	2	5	5		
	AMBIG	I	0	12	4	0		
	OMISS	I	1	3	2	0		
	COPROB	I	1	1	6	3		

••FOR ANALYSIS, .500 IS ADDED TO EACH CELL ABOVE

THE TOTAL FREQUENCY IS 135

categories and four pertinent facts. However, these contingency tables still contained more than 25 percent sampling zeros (see example, Table 4.6), so these tables were still unacceptable.

#### Two-Way Analysis

Since no further collapsing could be accomplished and still provide meaningful information regarding three-way relationships between the three types of factors, two-dimensional analysis was performed. Transitioning from three-way to two-way analysis has essentially the same effect as if all categories in one of the dimensions were collapsed into only one category. Thus, two-dimensional analysis should produce substantially fewer sampling zeros than did three-dimensional analysis.

Analysis was then performed on the following two-dimensional sets:

1. Analysis factors and claim categories
2. Analysis factors and pertinent facts
3. Pertinent facts and claim categories

The same incremental process of collapsing that was used in the three-way analysis was also used in the two-dimensional analysis. An acceptable number of sampling zeros occurred with tables at the point where pertinent facts had been collapsed to four categories, and neither claim categories nor analysis factors had been collapsed.

TABLE 4.6

EXAMPLE OF THREE-WAY CONTINGENCY TABLE WITH FOUR  
PERTINENT FACT CATEGORIES AND FIVE CLAIM CATEGORIES

THE FOLLOWING TABLE IS ANALYZED.

CC	C	I	OF	(P)	NONE	PRESID	KTRNGT	GOVTNGT
NEWCONST	DELAY	I			1	0	3	0
	DIFFSC	I			2	1	1	0
	CHANGES	I			1	1	3	2
	AMBIG	I			0	10	7	1
	COPROB	I			0	0	3	0
BOOTH	DELAY	I			1	0	0	1
	DIFFSC	I			0	6	1	1
	CHANGES	I			1	0	1	0
	AMBIG	I			1	0	0	0
	COPROB	I			1	2	1	1
ALTER	DELAY	I			0	0	2	0
	DIFFSC	I			1	0	0	0
	CHANGES	I			0	3	0	0
	AMBIG	I			1	11	5	9
	COPROB	I			1	0	3	1
REPAIR	DELAY	I			1	0	6	1
	DIFFSC	I			1	2	1	1
	CHANGES	I			2	1	3	2
	AMBIG	I			0	7	5	1
	COPROB	I			1	1	3	3

\* FOR ANALYSIS. .439 IS ADDED TO EACH CELL ABOVE

THE TOTAL FREQUENCY IS 129

### Test for Dependence Between Factors

The Pearson Chi-Square Test was then performed on the two-dimensional tables in which pertinent facts had been collapsed to four categories. Since the test was performed at the 90 percent significance level, the probability value (p-value) provided with each contingency table was compared against an  $\alpha$  of 0.1. If the p-value was less than  $\alpha = 0.1$ , then a dependent relationship existed between the dimensions of the table (see Table 4.7).

The three different combinations of factors listed below were treated as three separate sets for possible further analysis:

1. Analysis factors and claim categories
2. Pertinent facts and claim categories
3. Analysis factors and pertinent facts

Unless every table within a set indicated a dependent relationship between its two dimensions, the entire set of tables was omitted from further analysis. By omitting categories that did not meet this criterion, a more consistent level of conclusions may later be drawn from the analysis. Thus, only analysis factors versus claim categories and pertinent facts versus claim categories were considered for further analysis. Analysis factors versus pertinent facts was omitted at this point from all further analysis.

TABLE 4.7

## RESULTS OF PEARSON'S CHI-SQUARE TEST

<u>Factors Analyzed</u>	<u>p-value</u>	<u>Dependent Relationship (&gt;.10)</u>
Analysis Factor #1 vs Claim Categories	.0078	yes
Analysis Factor #2 vs Claim Categories	.0025	yes
Analysis Factor #3 vs Claim Categories	.0774	yes
Analysis Factor #4 vs Claim Categories	.0847	yes
Analysis Factor #5 vs Claim Categories	.0055	yes
Analysis Factor #6 vs Claim Categories	.0126	yes
Analysis Factor #7 vs Claim Categories	.0402	yes
Analysis Factor #9 vs Claim Categories	.0884	yes
Pertinent Facts vs Claim Categories	.0002	yes
Analysis Factor #1 vs Pertinent Facts	.1368	no
Analysis Factor #2 vs Pertinent Facts	.0088	yes
Analysis Factor #3 vs Pertinent Facts	.774	no
Analysis Factor #4 vs Pertinent Facts	.0637	yes
Analysis Factor #4 vs Pertinent Facts	.0001	yes
Analysis Factor #6 vs Pertinent Facts	.4905	no
Analysis Factor #7 vs Pertinent Facts	.0759	yes
Analysis Factor #9 vs Pertinent Facts	.3942	no

### Residual Values

As the last step of the actual statistical analysis of the data, residual values were calculated for every cell of the contingency tables of analysis factors versus claim categories and pertinent facts versus claim categories. These residual values represent the degree of correlation between the categories of one dimension versus the categories of the other dimension for each of the tables. The tables of residual values are presented in Table 4.8 through 4.16.

TABLE 4.8

## TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR BASIS OF DECISION

CELL FREQUENCY COUNTS

		CC (VAR 3)							
		DELAY	ERROR	DIFFC	CHANGES	AMBIG	OMISS	COPROB	TOTAL
		0.7-3.0	1.00	3.00	4.00	5.00	6.00	7.00	
SC	ENTLMT	11	10	14	8	27	10	8	100
	(VAR 2) BOTM	5	1	4	9	4	0	3	26
TOTAL		16	11	18	17	31	10	11	126

MINIMUM NONZERO EXPECTED VALUE IS 2.003

ALL STATISTICS ARE COMPUTED USING THE ORIGINAL CELL FREQUENCIES  
EXCLUDING ROWS AND COLUMNS WHICH ARE ZERO.

STATISTIC	VALUE	D.F.	P-VAL.	STATISTIC	VALUE	D.F.	P-VAL.
PEARSON CHI-SQUARE	17.935	6	.0074				

ADJUSTED STANDARDIZED DEVIATIONS = (OBSERVED-EXPECTED)/STANDARD DEVIATION OF THE NUMERATOR

		CC (VAR 3)							
		DELAY	ERROR	DIFFC	CHANGES	AMBIG	OMISS	COPROB	
		0.7-3.0	1.00	3.00	4.00	5.00	6.00	7.00	
SC	ENTLMT	1.00	-1.12	.99	-3.54	1.41	1.68	.17	
	(VAR 2) BOTM	2.00	1.12	-.99	3.54	-1.41	-1.68	-.17	

TABLE 4.9  
TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR  
GOVERNMENT WON VERSUS CONTRACTOR WON CASES

CELL FREQUENCY COUNTS

		CC		(V <sub>0</sub> 3)									
		DELAY	ERROR	DIFFSC	CHANGES	AMTIC	OMISS	COPROB			TOTAL		
		1.00	2.00	3.00	4.00	5.00	6.00	7.00					
SC	KTR	1	3	11	7	5	4	4	1	1	37		
(VAR	2) GOVT	13	6	7	10	20	6	17	1	1	83		
TOTAL		16	11	18	17	33	10	21			126		

WILCOX NONZERO EXPECTED VALUE IS 2.337  
ALL STATISTICS ARE COMPUTED USING THE ORIGINAL CELL FREQUENCIES  
EXCLUDING ROWS AND/OR COLUMNS WHICH ARE ZERO.

		VALUE	D.F.	P-VAL.	STATISTIC	VALUE	D.F.	P-VAL.
STATISTIC:		20.221	6	.0025				
PEARSON CHI-SQUARE								

ADJUSTED STANDARDIZED DEVIATIONS (OBSERVED-EXPECTED)/STANDARD DEVIATION OF THE NUMERATOR

		CC		(V <sub>0</sub> 3)									
		DELAY	ERROR	DIFFSC	CHANGES	AMTIC	OMISS	COPROB					
		1.00	2.00	3.00	4.00	5.00	6.00	7.00					
SC	KTR	-2.17	1.23	3.19	1.15	-3.09	.17	-1.10					
(VAR	2) GOVT	2.17	-1.23	-3.19	-1.15	3.09	-.17	1.10					



TABLE 4.10  
TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR DESIGN DISCIPLINE

	SC	CC	(VIA 3)	DELAY	ERROR	DIFFSC	CHANGES	AMBIS	GRIS	COPROB	TOTAL
	1.00	2	1	1.00	2.00	3.00	4.00	5.00	6.00	7.00	
ELEC	1.00	2	1			4	3	6	0	2	14
MECH	2.00	1	0			1	2	7	0	2	13
CIV	3.00	0	1			7	1	7	4	6	22
STRUCT	4.00	10	9			4	14	15	5	12	73
TOTAL		17	11			18	20	35	10	22	133

MINIMUM NONZERO EXPECTED VALUE IS .077  
ALL STATISTICS ARE COMPUTED USING THE ORIGINAL CELL FREQUENCIES  
EXCLUDING ROWS AND/OR COLUMNS WHICH ARE ZERO.

STATISTICS	VALUE	O.P.	O.P.P.	STATISTICS	VALUE
CHI-SQUARE	27.916	13	.0776		

ADJUSTED STANDARD DEVIATIONS: ROWS=2.15, COLUMNS=2.15, TOTAL=2.15

SC	CC	(VIA 3)		DELAY	ERROR	DIFFSC	CHANGES	AMBIS	GRIS	COPROB
		1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00
ELEC	1.00	-.23	-.45	1.16	.21	.73	-1.33	-.57		
MECH	2.00	-.50	-1.14	-.65	.34	2.37	-1.08	-.12		
CIV	3.00	-.05	-1.21	2.77	-2.16	-.45	1.23	.39		
STRUCT	4.00	.55	2.32	-2.78	1.69	-1.35	.49	.20		



TABLE 4.12  
TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR MAJOR COMMANDS

SC	CC	DELAY	ERROR	DIFFSC	CHANGES	AMBS	CHSS	COPROS	9-AL
		1.00	2.33	5.33	9.00	5.30	6.00	7.33	
TAC	1.00	0	3	1	5	5	5	5	32
SAC	2.33	4	3	5	5	3	0	0	33
NAC	3.00	4	2	2	3	10	0	2	23
OTHER	9.00	8	3	9	4	15	5	5	41
TOTAL		16	11	18	17	33	10	21	126

MINIMUM NONZERO EXPECTED VALUE IS 1.525  
ALL STATISTICS ARE COMPUTED USING THE ORIGINAL CELL FREQUENCIES  
EXCLUDING ROWS AND/OR COLUMNS WHICH ARE ZERO.

STATISTIC	VALUE	3-S	PROB.	STATISTIC	VALUE
CHI-SQUARE	36.817	18	.0355		

ADJUSTED STANDARDIZED DEVIATIONS AGGRAVATED-PROCESSED/STANDARD DEVIATION OF THE NUMERATOR

SC	CC	DELAY	ERROR	DIFFSC	CHANGES	AMBS	CHSS	COPROS
		1.00	2.00	3.00	9.00	5.30	5.00	7.00
TAC	1.00	2.42	.15	-3.09	.01	-1.97	1.06	-1.16
SAC	2.00	.12	.28	1.02	.50	-2.31	-1.84	2.26
NAC	3.00	.75	-.01	-.85	-.07	2.09	-1.56	-1.13
OTHER	9.00	-2.97	-.33	1.71	-.05	1.84	1.23	-.94

TABLE 4.13  
TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR TYPE OF WORK

		CC (VA) 3)									
		DELAY	ERROR	DIFFSC	CHANGES	AMT6	OMISS	CORRCS		TOTAL	
		1.00	2.00	3.00	4.00	5.00	6.00	7.00			
TC (VA 2)	NEWCONST	1.00	4	5	4	7	7	6	3	1	36
	ADDN	2.00	2	0	0	2	0	1	5	1	25
	ALTER	3.00	2	7	1	0	11	0	5	1	25
	REPAIR	4.00	0	4	5	0	9	0	0	1	42
TOTAL		16	11	10	17	35	11	21	21	129	

MINIMUM NONZERO EXPECTED VALUE IS 2.112  
ALL STATISTICS ARE COMPUTED USING THE ORIGINAL CELL FREQUENCIES  
EXCLUDING ROWS AND COLUMNS WHICH ARE ZERO.

STATISTIC	VALUE	D.F.	P-VAL.	STATISTIC	VALUE
PEARSON CHI-SQUARE	33.791	14	.0025		

TABLE 4.14 STANDARDIZED DEVIATIONS RECORDED BY TYPE OF WORK AND DEVIATION OF THE NUMERATOR

		CC		(VA) 3)				
		DELAY	ERROR	DIFFSC	CHANGES	AMT6	OMISS	COPROB
		1.00	2.00	3.00	4.00	5.00	6.00	7.00
TC (VA) 2)	NEWCONST	1.00	1.36	-.50	1.31	-1.22	2.06	-1.52
	ADDN	2.00	-1.74	2.77	-.93	.47	-.96	.46
	ALTER	3.00	-.11	-1.60	-2.17	2.11	1.09	.56
	REPAIR	4.00	1.59	.20	-.47	1.37	-1.01	-2.01

TABLE 4.14  
TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR AMOUNT OF CLAIM

SC	CC	OCLAY	ERROR	DIFFSC	CHANGES	AMBIS	OMISS	CORCOR	TOTAL
UNDERST	1.00	7	9	3	3	7	3	0	33
PRESTOT	2.00	1	0	3	0	7	0	3	14
PRETOTST	3.00	1	3	5	0	7	0	4	31
OVERST	4.00	3	0	3	2	3	0	3	12
TOTAL		9	9	17	15	28	7	14	96

MINIMUM NONZERO EXPECTED VALUE IS .075  
ALL STATISTICS ARE COMPUTED USING THE ORIGINAL CELL FREQUENCIES  
INCLUDING ROWS AND/OR COLUMNS WHICH ARE ZERO.

STATISTIC	VALUE	D.F.	CRIT.	STATISTIC	VALUE
PROBABILITY	29.123	12	.0002		

ADJUSTED STANDARD DEVIATIONS OBSERVED-EXPECTED/STANDARD DEVIATION OF THE HYPOTHESES

SC	CC	OCLAY	ERROR	DIFFSC	CHANGES	AMBIS	OMISS	CORCOR
UNDERST	1.00	2.88	.47	-.47	-.09	.20	.49	-2.91
PRESTOT	2.00	-.42	-1.81	-.13	.26	1.38	-1.32	.26
PRETOTST	3.00	-1.54	1.41	.09	-.64	-.78	1.32	.72
OVERST	4.00	-1.19	-1.19	.71	.11	-.79	-1.04	2.84



TABLE 4.16  
TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR  
CLAIM CATEGORIES VERSUS PERTINENT FACTS

CELL FREQUENCY COUNTS

	PF (VAR 3)				
	EQ./EQ.	NONE	PREDIO	KTRNGT	GOVTNGT
		0.00	1.00	3.00	7.00
CC (VAR 2)					
DELAY	1.00	3	0	11	2
ERROR	2.00	0	2	9	1
DIFFSC	3.00	4	9	3	0
CHANGES	4.00	4	2	7	1
ANALG	5.00	0	22	9	1
ONISS	6.00	1	4	3	0
COPROB	7.00	3	3	10	5
TOTAL		15	44	52	15
					126

STATISTIC  
PEARSON CHISQUARE

VALUE  
47.728

D.F.  
18

PROB.  
.0002

ADJUSTED STANDARDIZED DEVIATIONS (OBSERVED-EXPECTED)/STANDARD DEVIATION OF THE NUMERATOR

	PF (VAR 3)				
	EQ./EQ.	NONE	PREDIO	KTRNGT	GOVTNGT
		0.00	1.00	3.00	7.00
CC (VAR 2)					
DELAY	1.00	-.84	-2.79	2.25	.89
ERROR	2.00	-1.85	-1.18	2.59	-1.85
DIFFSC	3.00	1.32	1.38	-2.19	-.10
CHANGES	4.00	1.45	-2.06	-.82	1.45
ANALG	5.00	-2.38	4.38	-1.75	-1.22
ONISS	6.00	-.08	1.55	-.78	-.97
COPROB	7.00	.31	-2.87	.64	1.66

\*\* .50 IS ADDED TO EACH CELL BEFORE THE EXPECTED VALUES, ETC., ARE COMPUTED.

CHAPTER FIVE  
DISCUSSION OF FINDINGS

Introduction

Once the residual values had been computed, the next step was to identify and measure the dependency relationships represented by the residuals. In order to evaluate the degree of dependency indicated by the residuals, the following scale was established:

1. Residual values above 2.0 were considered to represent a "heavy" positive dependency. A heavy positive dependency means that it is very likely that the two factors in question would occur together.
2. Values between 1.0 and 2.0 represented a "moderate" positive dependency. This means that the two factors are reasonably likely to occur together.
3. Values between zero and 1.0 represented a "slight" positive dependency. This means that there is only a small chance that the two factors will occur together.
4. Values from zero to -1.0 represented a "slight" negative dependency. This means that there is a slight chance that the two factors will not occur together.
5. Values from -1.0 to -2.0 exhibit a "moderate"



negative dependency: the two factors are reasonably unlikely to occur together.

6. Values below -2.0 exhibit "heavy" negative dependency. In other words, the two factors are very unlikely to occur together.

After the degree-of-dependency scale had been established, the two-way residuals tables were examined to identify those relationships which exhibited "heavy" or "moderate" positive relationships. "Slight" relationships were not identified, because it was felt that those relationships were too weak to support meaningful conclusions. Negative relationships were also excluded from consideration, since conclusions based on them would direct attention away from certain areas (by showing that some relationships were not likely to occur), which is contrary to the intentions of this research effort. As a result of examining the two-way residuals, lists of the heavy and moderate positive relationships were prepared (Table 5.1).

#### Dependency Relationship Charts

The method chosen to portray the relationships from the lists was a series of dependency relationship charts. These charts display all the dependency relationships between each claim category and the appropriate pertinent facts and analysis factor subcategories. Claim categories

TABLE 5.1

## LIST OF POSITIVE DEPENDENCY RELATIONSHIPS

Heavily Dependent

<u>SC*</u>	<u>CC</u>
KTR	DIFFSC
GOVT	DELAY
GOVT	AMBIG
BQTH	CHANGES
STRUC	ERROR
CIVIL	DIFFSC
MECH	AMBIG
WEST	OMISS
TAC	DELAYS
MAC	AMBIG
SAC	COPROB
ADDTN	DIFFSC
ALTER	AMBIG
NEWCONST	OMISS
UNDER5T	DELAY
OVER50T	COPROB
OVER1MIL	OMISS

Heavily Dependent (contd.)

<u>CC</u>	<u>PF</u>
AMBIG	PREBID
DELAY	KTRMGT
ERROR	KTRMGT

Moderately Dependent

<u>SC</u>	<u>CC</u>
KTR	ERROR
KTR	CHANGES
GOVT	COPROB
ENTLMT	AMBIG
ENTLMT	OMISS
BOTH	DELAY
ELEC	DIFFSC
STRUC	CHANGES
CIVIL	OMISS
SE	DELAYS
SE	ERROR
WEST	ERROR
NE	DIFFSC
MIDWEST	DIFFSC

\* Computer variables names are used on this list  
(see Appendix I).

TABLE 5.1 - Continued

Moderately Dependent (contd.)

<u>SC</u>	<u>CC</u>
SAC	DIFFSC
TAC	OMISS
REPAIR	DELAY
NEW	ERROR
NEW	CHANGES
REPAIR	CHANGES
ALTER	OMISS
FR20T50T**	ERROR
FR5T20T	AMBIG
FR20T50T	OMISS
OVER1MIL	ERROR
OVER1MIL	DIFFSC
FR100T1M	CHANGES
FR100T1M	AMBIG
UND100T	COPROB
<u>CC</u>	<u>PF</u>
DIFFSC	PREBID
OMISS	PREBID
CHANGES	GOVTMGT
COPROB	GOVTMGT

\*\* The symbol "K" is used to represent thousands of dollars in the remaining portions of this chapter.

were chosen as the focal points of the charts for two reasons:

1. Claim categories correspond to the nature of the claim. Examining their relationship to project features and pertinent facts helps to resolve the central issues of construction contract disputes.

2. Making claim categories the central elements of the charts conforms to the overall dependency relationships between variables which were demonstrated in the findings (Chapter Three). The two relationships between variables which showed dependencies were claim categories and pertinent facts, and claim categories and analysis factor subcategories. There was no dependency between analysis factors and pertinent facts. Since claim categories was the common variable in the two dependency relationships, it is logical to use it as the central variable for establishing individual relationships.

The left side of each chart depicts the heavy and moderate positive dependency relationships between the central claim category and various analysis factor subcategories. These relationships are represented by a list of subcategories, with either solid or dashed lines showing, respectively, heavy or moderate relationships with the central claim category.

The charts also show dependency relationships between the central claim category and pertinent facts. The

claim category/pertinent fact relationships in the charts are based on pertinent facts taken from the two-way analysis, when pertinent facts had been reduced to four groupings. In order to amplify and clarify these relationships, the charts also list pertinent facts which occurred with the central claim category in the original three-way analysis, when eleven pertinent facts were included in the analysis. Only those three-way pertinent facts which were condensed to the relevant two-way pertinent fact (in the transition from eleven pertinent facts to four) are mentioned. These "absorbed" pertinent facts (called "clarifying" pertinent facts) appear directly under the main two-way pertinent fact, and are followed (in parentheses) by the number of times they occurred with the central claim category. There is no direct dependency relationship between these clarifying pertinent facts and the central claim category. However, they help to show which components of the main two-way pertinent fact contributed to the relationship between that pertinent fact and the central claim category.

#### Ambiguous Specifications

In Figure 5.1, there are heavy positive dependency relationships between ambiguous specifications and the following subcategories: the contractor winning the case, mechanical engineering projects, Military Airlift Command (MAC) projects, or alterations projects. There are moderate

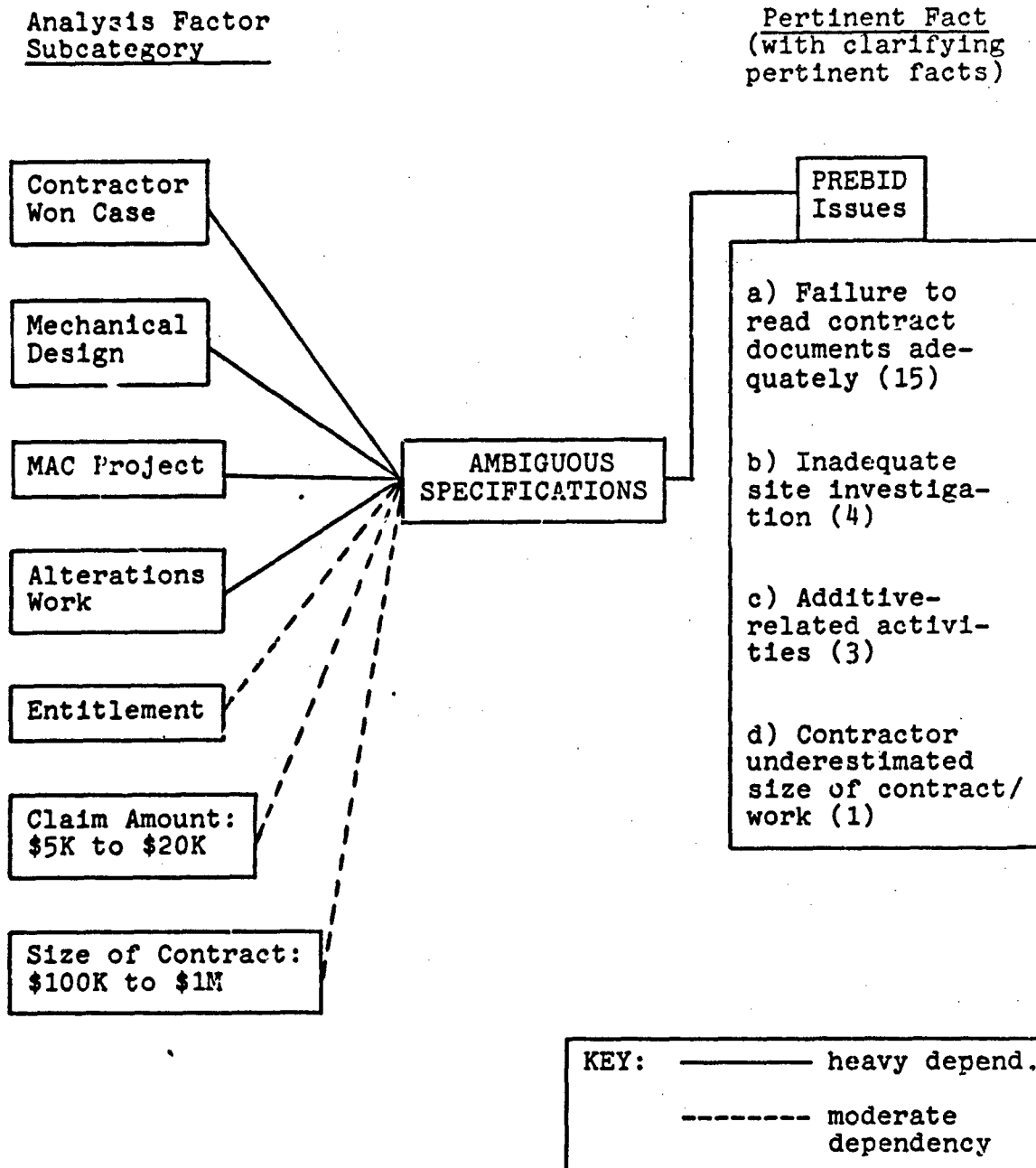


Fig. 5.1. Ambiguous specifications dependency relationship chart

positive dependencies between ambiguous specifications and the following subcategories: entitlement as the basis of decision, claim amounts between \$5,000 and \$20,000 (\$20K), and contracts between \$100K and \$1 million (\$1M). In addition, there is a heavy positive dependency relationship between ambiguous specifications and prebid issues. There are four clarifying pertinent facts: contractor failure to read the contract documents adequately, inadequate site investigation by the contractor, additive-related activities, and underestimation of the size of the contract by the contractor.

Some of the dependency relationships with ambiguous specifications require additional explanation. Two of these are the heavy dependencies between mechanical design and ambiguous specifications, and alterations projects and ambiguous specifications. These relationships suggest that mechanical engineering projects and alterations projects are particularly likely to be considered ambiguous. The contract manager should be sensitive to projects that involve either of those two characteristics. Even if an ambiguous specifications problem is really of contractor origin, such contract manager sensitivity might lead to a reduced chance of a claim.

The main pertinent fact is prebid issues. The strongest clarifying pertinent fact for prebid issues is the contractor failing to adequately read the contract

documents. In conjunction with ambiguous specifications claims, this means that the contractor often claims that specifications are ambiguous when his own inadequate reading of the specifications is actually at fault. This contractor problem, as well as those others which form prebid issues, is really beyond the control of the Air Force construction contract manager. Nonetheless, it is valuable for the contract manager to understand that the source of many contractor claims is actually the contractor's failure to read the contract documents sufficiently. Knowing the source of the problem may make it easier to guide the contractor to a solution that does not involve meeting in court.

Another clarifying pertinent fact is a failure by the contractor to perform an adequate site investigation. Here, the contractor encountered a problem which he felt was due to the specifications being ambiguous, when a proper site investigation prior to starting the job would have prevented any confusion regarding that portion of the specifications. For example, there might have been confusion over a dimension on the drawings, and a site investigation would have clarified the nature of that dimension at the site. Again, this is a situation which is outside the control of the Air Force construction contract manager.

The remaining two clarifying pertinent facts, additive-related activities and contractor underestimation,



are tied to ambiguous specifications by contractor oversights. If the contractor claims ambiguous specifications when one of these pertinent facts occurs, a misunderstanding happened in the early stages of the construction contract process. With additives, the problem could have been a confusion by the contractor about the requirements of an additive. Later, he might claim that the corresponding portion of the specifications (relating to those requirements) was ambiguous. With an underestimating problem, the contractor might claim that an ambiguous specification caused him to miss a certain requirement when he prepared his cost estimate. Both of these problems relate to contractor oversights, and are outside the control of the Air Force construction contract manager. However, it is reasonable for the Air Force manager to improve his attention to contractor understanding of project requirements.

#### Delays

The central claim category in Figure 5.2, delays, has heavy positive dependency relationships with three subcategories: the government winning the case, Tactical Airlift Command (TAC) projects, and claim amounts less than \$5K. There are moderate dependency relationships between delays and three other subcategories: decisions on the basis of both entitlement and quantum, projects in the southeast part of the country, and repairs type projects.

Analysis Factor  
Subcategory

Pertinent Fact  
(with clarifying  
pertinent facts)

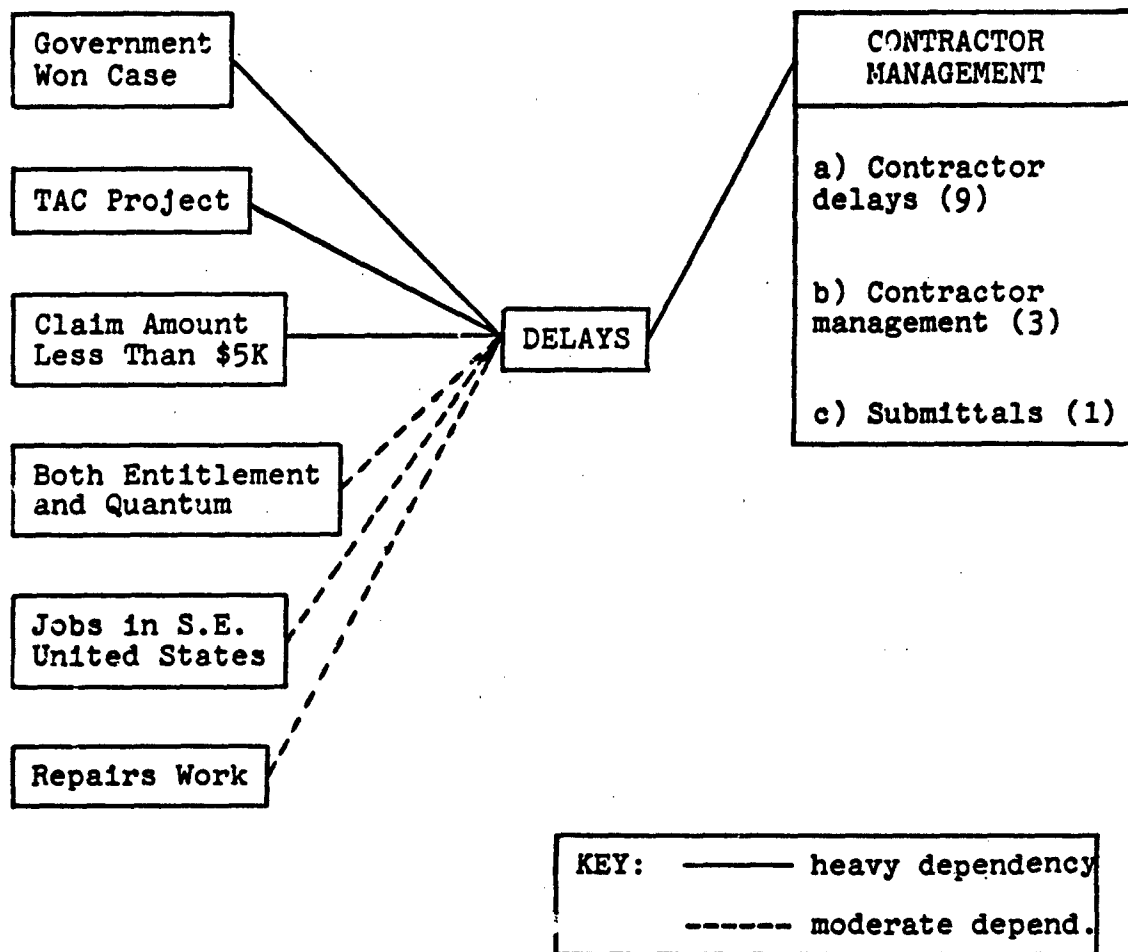


Fig. 5.2. Delays dependency relationship chart

The pertinent fact which has a heavily dependent relationship with delays is contractor management. The clarifying pertinent facts are contractor delays, contractor management activities, and submittals.

The moderate dependency relationship between delays and claim amounts less than \$5K is not surprising. When delays occur, the damage caused to the contractor is usually less severe than it would be for problems associated with other types of claims. Often, the contractor will agree that some of the delay was his responsibility, but that the government was the main cause of the delay. The contractor then wishes to be compensated for any expenses associated with the delay. Since these expenses are not usually related to major changes in manpower or procedures, the amounts claimed will be smaller.

The largest clarifying pertinent fact for delays is contractor delay problems, which occur when the contractor delays in taking necessary action during any phase of the project. This situation is another example of a claim which is actually due to contractor mismanagement. The second clarifying pertinent fact, contractor management, is also an area of contractor control. The contractor management activities related to delays include poor documentation, personnel problems, and sampling procedures. If the contractor fails in his management of these activities, the resulting delays would be due to contractor mismanagement.

Both clarifying pertinent facts are outside the control of the Air Force construction contract manager. However, his awareness of these sources of delay claims can help the Air Force manager to handle delay situations.

#### Differing Site Conditions

The differing site conditions dependency relationship chart (Figure 5.3) depicts heavy positive relationships between differing site conditions and three analysis factors: additions-type work, civil engineering projects, and the contractor winning the case. Also there are moderate dependency relationships between differing site conditions and four subcategories: electrical engineering projects, construction projects in the northeast and midwest U.S., Strategic Airlift Command (SAC) projects, and contracts larger than \$1M. Differing site conditions has a moderate dependency relationship with one pertinent fact, prebid issues. There are two clarifying pertinent facts: inadequate site investigation and failure to read the contract documents adequately. Several of the dependency relationships require further explanation.

The heavy relationship between differing site conditions and civil engineering projects confirms a common impression about differing site conditions. Civil Engineering projects include excavation, drilling, and other similar subsurface jobs. Although it is common to perform soil

Analysis Factor  
Subcategory

Pertinent Fact  
(with clarifying  
pertinent facts)

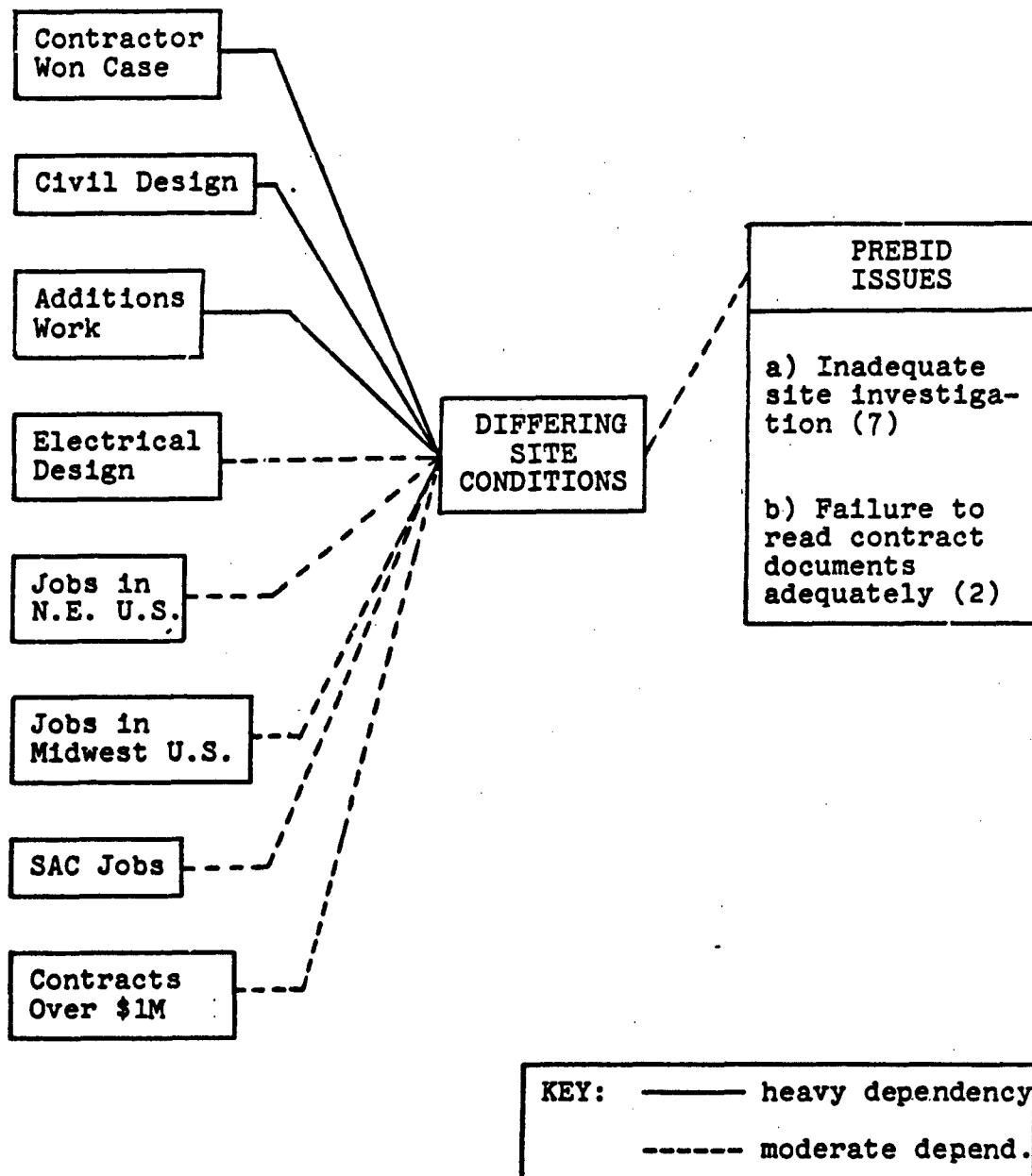


Fig. 5.3. Differing site conditions dependency relationship chart

borings and other tests of subsurface conditions, there are some conditions which cannot be identified even from a reasonable investigation. The possibilities for encountering a differing condition associated with a subsurface problem at the site are high. The moderate relationship between differing site conditions and electrical engineering projects shows that there are also fairly high possibilities for encountering differing site conditions associated with electrical engineering portions of a project.

Differing site conditions are also heavily related to large contracts (over \$1M). This is not surprising, since the type of work associated with large contracts is so complex that the chances of the site conditions corresponding exactly to the conditions described prior to the job execution are small. It is more difficult for the designers, engineers, and contractors to anticipate every possible characteristic of the site in large contracts than in smaller contracts.

The relationship between differing site conditions and prebid issues points out the importance of preparation before work begins in order to reduce the likelihood of a differing site condition occurring. The clarifying pertinent facts are inadequate site investigation and contractor failure to read the contract documents. Contractor failure in either respect indicates that his poor preparation

prevented him from detecting a differing site condition prior to commencement of work.

#### Errors in Design

In the errors dependency relationship chart (Figure 5.4), there is a heavy positive dependency relationship between errors in design and structural engineering projects. There are moderate dependency relationships between errors in design and the contractor winning the case, projects in the southeast and west, new construction projects, claims between \$20K and \$50K, and contracts above \$1M. Also, there is a heavy positive dependency between errors in design and contractor management. The clarifying pertinent facts are contractor management activities, warranties, submittals, and the previous experience of the contractor. Several of the dependency relationships require further explanation.

The moderate relationships between errors in design and new construction or large projects are not surprising. Large or new construction projects require a wide variety of design skills (although structural design skills are most frequently required). Also, the designs for these projects are usually more complex than those for other types of projects. These factors mean that there is a greater likelihood of design errors occurring with large or new construction contracts.

The heavy relationship between structural design

Analysis Factor  
Subcategory

Pertinent Fact  
(with clarifying  
pertinent facts)

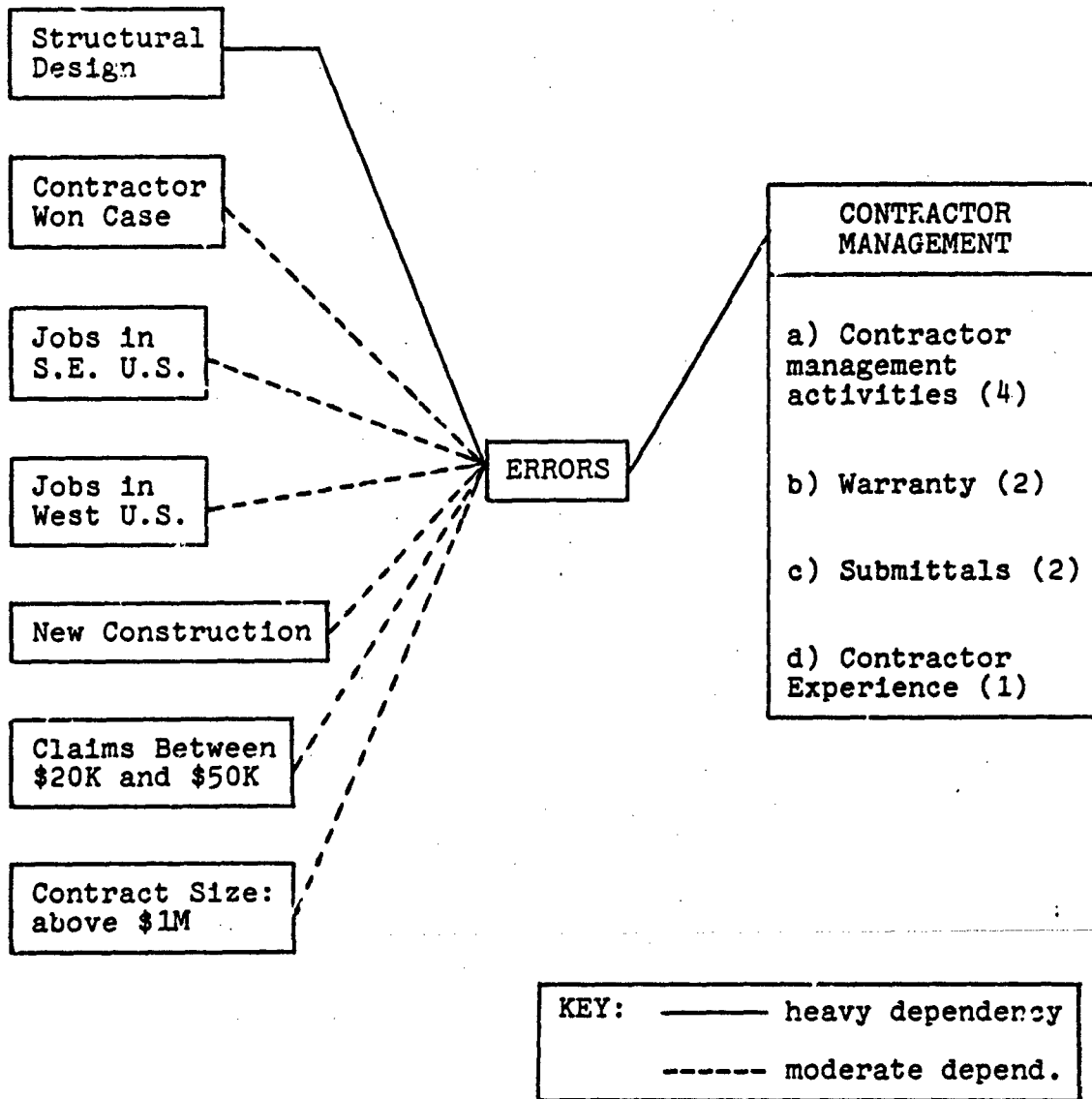


Fig. 5.4. Errors dependency relationship chart



and errors points out the difficulties associated with designing structural types of projects. Since structural projects also encompass a wide range of components, the chances of producing a flawed design are greater.

The relationship between error in design and contractor management shows that a situation perceived to be a government management problem during the design phase might actually be a contractor management problem. The largest clarifying pertinent fact, contractor management activities, often occurs when inadequate contractor records and procedures cause the contractor to believe that a flawed design was responsible for his problems. Similarly, warranty and submittal-related contractor management problems might cause him to blame the problem on flawed design. These situations are out of the Air Force construction contract manager's control. Nonetheless, an increased awareness of these problems could help the Air Force manager to understand the source of contractor confusion on design errors and related issues.

#### Omissions/Conflicts in Specifications

A strong positive correlation exists between omission/conflict claims and new construction projects, large contracts, or construction projects in the west (see Figure 5.5). This type of claim also exhibited moderate relationships with cases heard only for entitlement, civil

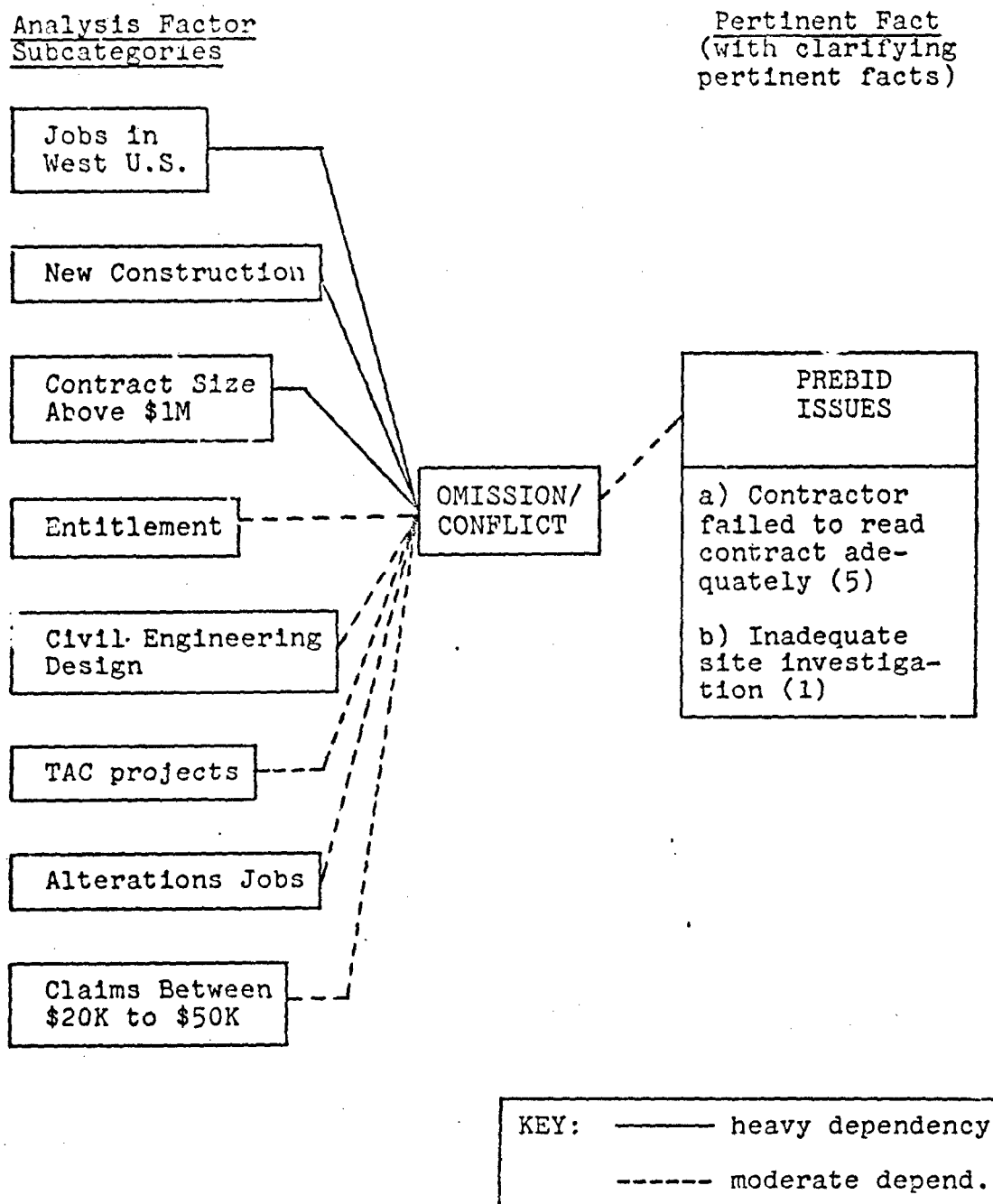


Fig. 5.5. Omission/conflict dependency relationship chart

engineering type work, projects in TAC, alterations projects, or claims between \$20K and \$50K, as well as with the pertinent facts grouping called prebid issues. The clarifying pertinent facts for prebid issues are failure of the contractor to read the specifications adequately and failure to investigate the construction site adequately. Several of these relationships are further explained and discussed in the following paragraphs.

The relationships that exist between omission/conflict claims and new or large construction projects are not surprising. These types of projects are generally accompanied by voluminous and/or complex specifications due to the magnitude of the job and/or the fact that many design disciplines must interact during preparation of the specifications. Thus, a strongly positive dependent relationship between omission/conflict claims and new or large construction projects is understandable. In contrast, the relationship between civil engineering-type work and omission/conflict claims is surprising. Since civil engineering-related specifications generally do not contain technically complicated information or numerous minute details, omission or conflicts would not be expected to occur frequently in this type of specification. Nevertheless, a strongly positive dependent relationship was displayed between omission/conflict claims and civil engineering-type work.

Although the moderately positive correlation between

omission/conflict claims and prebid issues merely confirms an expected relationship, a closer analysis of the clarifying pertinent fact categories within the prebid issues grouping reveals some interesting facts. The clarifying pertinent fact which occurred most frequently was failure of the contractor to read the specifications adequately. With respect to omission/conflict claims, this pertinent fact usually entails the contractor's not reading the contract document as a whole, and thus his interpretation of the specification is not the same as would be expected of a reasonably informed person.

Another clarifying pertinent fact which occurred with omission/conflict claims involved failure of the contractor to investigate the construction site adequately prior to bidding. This pertinent fact occurred only infrequently with omission/conflict claims; however, when it did occur, it usually played a very important role in the claim. Basically, the contract requires the contractor to visit the job site prior to submitting a bid. The purpose of this site visit is to make the contractor more aware of any obvious site conditions which may affect his performance of the job. Additionally, the contractor is required to apprise the government of any obvious conflicts or omissions in the specification prior to bidding. Therefore, by combining these two responsibilities, if the site visit uncovers an omission or conflict in the specifications, the

contractor is responsible for notifying the government of this omission or conflict prior to bidding. Thus, if the contractor does not notify the government of an omission or conflict which should have become obvious upon visiting the site, the contractor is responsible for the misunderstanding between the contractor and government caused by the omission or conflict.

The construction contract manager can do very little to insure the contractor adequately performs the responsibilities described in the above two paragraphs. However, to a limited degree the specifications also often contribute to the problem. A lack of organization and/or conciseness in the specifications often leads to the contractor not reading the specifications adequately. Also, failure by the contractor to adequately visit the site becomes an important point in omission/conflict claims when the site visit would have made the omission or conflict obvious; however, if the omission or conflict had not existed, the site visit might not have become a critical issue. Thus, the occurrence of omission/conflict claims could be indirectly controlled by the construction contract manager insuring that only complete and easy-to-read specifications are produced. The moderately positive correlation between this claim category and large claim amounts further supports the need for construction contract managers to control the problems associated with omissions and conflicts in specifications.

## Changes

A strong positive correlation exists between changes claims and disputes involving issues of both entitlement and quantum (see Figure 5.6). Changes claims also display a moderately positive correlation with new construction or repair projects, structural projects, contracts from \$100K to \$1M, or contractor won claims, as well as with the pertinent fact of government management. Several of the above cited relationships are further explained and discussed in the following paragraphs.

The tendency for changes claims to involve issues of both entitlement and quantum supports the fact that changes claims are often related to whether a change has occurred, as well as the determination of reasonable time and money considerations associated with the change.

The moderate tendency for new construction or structural projects to result in changes claims is probably due to certain characteristics of these types of projects. There are certain inherent difficulties in developing a specification for new construction. New construction entails more unknown requirements to be developed into specifications than addition, alteration or repair projects. This increases the likelihood of oversights. Also, specifications for new construction frequently require the combined efforts of more than one design discipline. Failure to properly coordinate the various design disciplines may

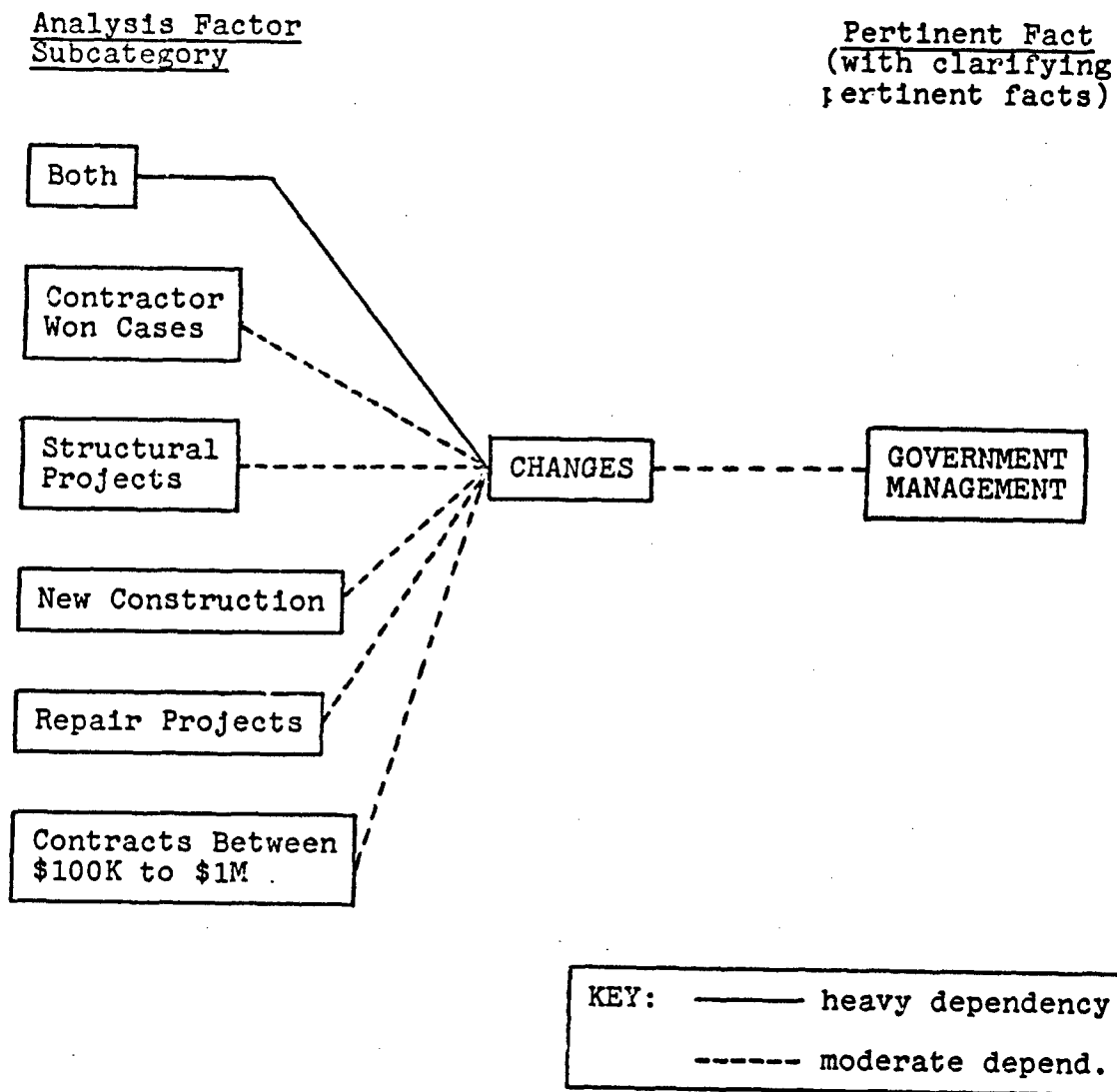


Fig. 5.6 Changes dependency relationship chart

result in an inadequate specification. Similarly, both new construction and structural projects usually entail the assemblage of many detailed components, for which it is difficult to prepare cohesive specifications that are free of defects. The complexity and miscellaneity of specifications for new construction and structural projects may also result in a document that is difficult for inspectors and contractors to fully comprehend.

Thus, since construction contract managers often do not fully comprehend the specifications for new construction and structural projects, they are more likely to unknowingly commit constructive changes or demand performance beyond contractual requirements. These actions often result in changes claims. However, even if the contract manager avoids the above cited pitfalls, he or she often encounters the need to make changes to compensate for defects in the specifications. Frequently the specific time and money considerations associated with a change are decided after the work involved in the change has been performed. Since the government and contractors often fail at this later date to agree on the terms of the change, changes claims may result.

The changes claim category involves: 1) problems with the government demanding a degree of performance by the contractor beyond contractual requirements, 2) constructive changes, and 3) difficulty between the government and contractor in agreeing on reasonable monetary and time



considerations associated with a change to the specifications. The pertinent fact category of government management involves: 1) changes in contracting officer or inspectors, 2) inexperienced inspectors, and 3) adversary relationships. Some possible explanations of the manner in which these elements within changes claims interact with the elements within government management are presented in the following paragraphs.

One possible explanation of the relationship between changes claims and government management involves changes in contracting officers or inspectors during the performance of a contract. Personnel changes often result in contract managers that are unfamiliar with the requirements of the contract and/or the events that have transpired during earlier performance of the contract. If the contract manager does not fully understand the requirements of the specifications, he or she is more likely to create errors such as committing constructive changes and demanding performance beyond contract requirements. The contract manager's unfamiliarity with the specifications and lack of knowledge of past events regarding the contractor's performance may also impair the contract manager's ability to negotiate the terms of changes with the contractor.

Another explanation concerns inexperienced contract managers who are not fully aware of their authority and responsibilities. These individuals are more likely to

unknowingly commit constructive changes and to demand performance beyond contract requirements. Inexperienced personnel are also probably not as adept at negotiating the terms of changes.

Inexperienced personnel are frequently unaware of the procedures and requirements of good documentation. Poor documentation further accentuates problems associated with changes in contracting officer/inspectors, since the new contract managers have no history of earlier performance of the contract. Additionally, without good documentation the government cannot provide facts in support of itself during changes claims.

One final explanation of this relationship involves the existence of adversary relationships, which inhibit successful communication between the government and contractor. This lack of communication makes it more difficult to negotiate the terms of a change. Also, when an adversary relationship exists, the contractor is likely to try to do as little work as possible, while the contract managers attempt to insure that the contractor performs all requirements of the contract. In these situations, frequent confrontations occur between the two parties to the contract. This creates tension and increases the likelihood of inspectors committing constructive changes or overstepping their authority by ordering the contractor to perform beyond contractual requirements.

It appears the government has control over those factors contributing to the occurrence of changes claims. The moderately positive relationship between changes claims and the likelihood of contractors to win these claims indicates this may be a fruitful area for the attention of contract managers.

#### Contracting Officer Problems

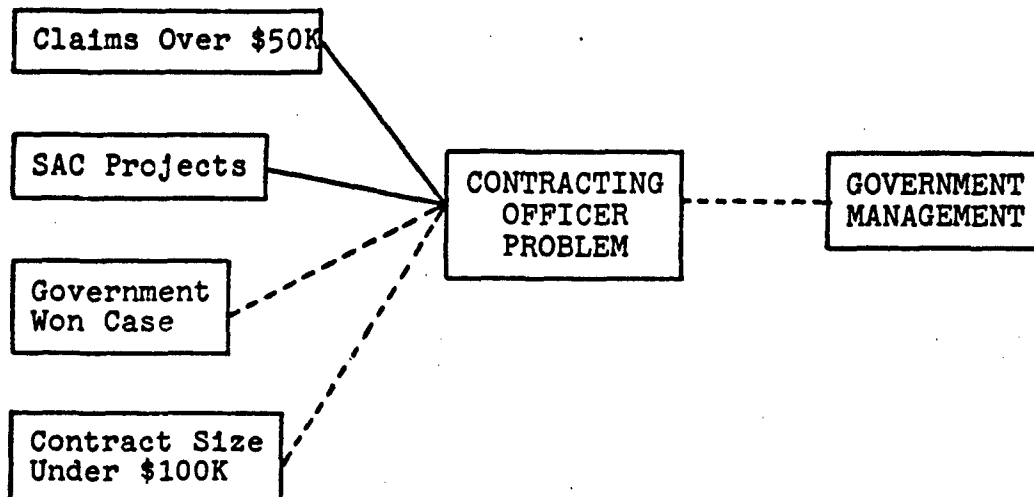
Stongly positive correlations exist between contracting officer problem claims and SAC projects or claims over \$50K (Figure 5.7). Contracting officer problem claims also displayed moderately positive correlations with contracts under \$100K or government won claims, as well as with the pertinent fact category of government management.

The moderately positive relationship between contracting officer problem claims and contracts below \$100K implies that the contracting officer does not pay enough attention to small contracts. This method of managing contracts would seem appropriate if it were not for the strongly dependent relationship between contracting officer problem claims and claims over \$50K.

A closer examination of the contracting officer problem claim category and the pertinent fact of government management presents many possible explanations of the relationship between these two categories. The contracting officer problem claim category involves: 1) contract

Analysis Factor  
Subcategory

Pertinent Fact  
(with clarifying  
pertinent facts)



KEY: ——— heavy dependency  
----- moderate depend.

Fig. 5.7. Contracting officer problems dependency relationship chart

manager improperly rejecting work, acting outside of his authority, improperly withholding payment; 2) overzealous inspection; and 3) nontimely performance of contracting officer duties. The pertinent fact category of government management involves: 1) changes in contracting officer/inspectors, 2) inexperienced inspectors, and 3) adversary relationships. The following paragraphs describe some possible situations in which contractor management may lead to contracting officer problem claims.

A change in contractor management personnel may lead to a number of different contracting officer problem claims. These changes in personnel often result in the contract being managed by one individual who knows less than his predecessor about the requirements of the contract or past events during earlier phases of contract performance. In these situations, there is a stonger likelihood of the contracting officer's improperly rejecting work or withholding payment due to his lack of knowledge of contract requirements/past events. There is also a greater potential for nontimely performance of contracting officer duties, due to the tendency of activities to not be performed in a timely manner during transfer of responsibilities.

Also, the experience level of the contract's would-be manager may increase the likelihood of contracting officer problem claims. Generally, experienced individuals are more aware of their responsibilities and authority, as well as

the warning signs of claims. This better enables experienced individuals to take action to avoid claims. Thus, inexperienced personnel are more likely to become involved in claims.

Additionally, the existence of an adversary relationship may lead to the occurrence of overzealous inspection due to the many confrontations that typically develop when the contractor and government are not working in a cooperative manner.

These possible scenarios described above are generally controllable by the government. However, there is a moderate tendency for the government to win these cases, a fact which would indicate that this claim category is not a major problem.

CHAPTER SIX  
CONCLUSIONS AND RECOMMENDATIONS

Conclusions

Our data were insufficient for a three-way analysis of the factors affecting claims in construction contracts. However, the data did enable us to perform analysis of the various two-way relationships between claim categories, pertinent facts, and project features. The analysis performed on the data allowed us to meet the original objectives of the study.

The magnitude of the problems associated with each type of claim can be determined through the relative frequency of occurrences. The claim category of ambiguous specifications showed a much higher than normal incidence of occurrence; claims related to design errors and omission/conflict claims displayed a much lower than mean incidence of occurrence. Each of the other types of claims occurred an approximately equal number of times. Thus, the most frequent claims in Air Force construction contracts are ambiguous specifications.

All three of the claim categories cited above--ambiguous specification claims, omission/conflict claims, and errors in design claims--must be combined in order to

determine the magnitude of problems caused by defective specifications. This grouping of claim categories comprises 45 percent of all claims. Thus, the most frequent cause of claims in construction contracts is defects in specifications, a finding of frequency also supported by information in the literature.

An overriding concern when analyzing the magnitude of problems in construction contracts is whether the claims are sustained or denied by the presiding ASBCA judge. In the sample data for this study, 71 percent of all construction claims were denied at the ASBCA level. This large percentage indicates that most of the problems in construction contracts that lead to claims are determined to be the fault of the contractor and not the government. However, the existence of strongly positive relationships between contractor won cases versus ambiguous specification claims or differing site condition claims, and moderately positive relationships between contractor won cases versus error claims or changes claims, indicates that those ASBCA cases the contractor wins usually involve claims related to ambiguous specifications, differing site conditions, errors in the specifications, or changes. As such, perhaps the construction contract manager should direct his efforts at actions which decrease the likelihood of occurrence of these types of claims.

The pertinent fact categories (see Table 5.2) which



occur most frequently involve contractors improperly performing their responsibilities: 1) failure of the contractor to read the specifications adequately occurred 24 times; 2) mismanagement by the contractor occurred 25 times; 3) inadequate site investigation by the contractor prior to bidding and contractor delays occurred 11 times each; and 4) the contractor underestimating the size of the contract occurred 5 times. These pertinent facts help to explain why most of the contractors' claims are denied by the ASBCA. Additionally, it appears that the government has very little control over the occurrence of many types of claims.

Similarly, positive relationships exist between contractor management versus errors in the specifications or delays. Since contractor management problems are often relatively uncontrollable by the contract managers, the government can do little to affect the occurrence of these types of claims. However, this by no means implies that the contract manager should not attempt to reduce the occurrence of these types of claims. The contract manager does have a very slight degree of control over some of the claims related to defective specifications and delays, and everything possible must be done to avoid these types of claims.

In contrast, the existence of moderately positive relationships between government management versus changes claims or contracting officer problem claims indicates the government has a very substantial degree of control over

these two types of claims. Additionally, moderately positive relationships exist between government won cases versus contracting officer problem claims and contractor won cases versus changes claims. Although no statistically significant relationship was supported between pertinent facts and analysis factors, the relationships described above imply findings that may be valuable to the contract manager. Of the two types of claims over which the government has a reasonable degree of control, a tendency may exist for the government to lose changes claims, but win contracting officer problem claims. Thus, the contract manager should direct his efforts first at actions that will decrease the likelihood of occurrence of changes claims, and secondly at actions that will decrease the likelihood of contracting officer problem claims.

Many types of interpretations can be drawn from the relationships between analysis factors and claim categories, and between pertinent facts and claim categories. These conclusions are too numerous to mention here, but rather the reader is referred to Chapter Five. However, there are also relationships between analysis factors and claim categories from which specific conclusions may not be drawn due to the knowledge level of the researchers. Nevertheless, a contract manager with a greater level of knowledge in this general area may be able to formulate conclusions from these relationships, or at least these relationships will make the

contract manager more aware of some of the possible causes of claims. An awareness of these relationships should make the contract manager more sensitive and perceptive with respect to telltale signs that a specific type of claim is developing.

Additionally, with respect to the relationships between analysis factors and claim categories, many of the dependent relationships are as would be expected. For example, omissions in specifications are expected to occur more frequently in large contracts than in small contracts due to the added complexity created by the multitude of requirements frequently found in large contracts. Thus, there is an inclination to regard these relationships as normal and acceptable. However, if adequate compensation were made in contracts for the special characteristics which tend to accompany certain types of problems, then the problems would not occur. For example, if actions were taken in large contracts to avoid omissions in large specifications through more careful preparation of the specifications, omissions would probably occur no more frequently in large contracts than in small contracts.

Most of the claims in construction contracts (71 percent) involve only issues of entitlement. This is probably due to the fact that at the time of the claim, the work involved in the claim has already been done. Both parties merely need the judge to determine which parts of the

contractor's claim are allowable. Once this entitlement issue has been resolved, the government and contractor negotiate exact dollar amounts by applying the standard rates of cost for the particular materials, equipment, and labor involved. Issues of quantum only result when the government and contractor disagree on the standard rates for the work involved, which seldom occurs.

The data source used for this study was the most adequate of available sources; however, it was lacking in several ways and substantially limited the research effort. Although the data source contained much information of value to a study of this type, there was not as much consistency as would have been expected in the reporting of information in the various cases, and each case did not contain a wide enough range of information. A more adequate information source would have provided a wider range of analysis factors and pertinent facts for every contract, whether the facts directly apply to a claim or not. Examples of this type of information are the experience level of the specification writer (indicated by the individual's rank or pay grade), the time involved in preparing the specifications, interruptions in the specification preparation, the award bid versus the government's estimate and the bids of other contractors, the number and size of changes issued during contract performance, the contractor's ability to keep on schedule, and the experience level of the inspectors and

contracting officer, as well as any other comments supplied by the contract managers.

Lastly, some of the less common claim categories addressed in the literature did not appear in the data. These claims include unfair policies/provisions and financial problems. It is to be expected that these uncommon claims would not have been encountered in the data assembled for this study. These claims might have been encountered if the data were enlarged; however, this is not an important issue since the purpose of this study was to analyze common claim-related problems.

#### Recommendations for Further Research

1. Our study examined cases from recent years (1977-1981). An interesting variation would be to examine similar five year periods further back in ASBCA history and compare the results. If similar patterns emerged in all the periods, it would show that the effect of overall trends across ASBCA history is minimal. That outcome, in turn, would permit analysis of a larger number of cases spanning a wider time period.
2. If it were possible to gather more case information, a three-dimensional (3-D) analysis might be possible. The 3-D analysis would allow a larger set of conclusions to be drawn, incorporating relationships of all three variables.
3. There are other sources of Air Force

construction contract information (see Appendix K). However, the best Air Force-wide source at present is the casebooks. Providing that the other sources are later upgraded, it would be worthwhile to use them as the basis of a wide-scope study. The other sources draw information from projects which are not involved in contract disputes, so it would be interesting to compare the results of a study based on the other sources to our results. Any non-disputed projects might still involve negotiations at the contracting officer level. If the other information sources were expanded to include such negotiation information, it would be valuable to extract the key factors in the negotiation process and compare them to the key factors in the disputes process.

Our study looked only at claims taken to the ASBCA. It would be interesting to examine those Air Force construction cases which have reached the Court of Claims and to isolate the common characteristics which cases in the two bodies share. The contracting officer level could also be examined to see which issues are similar and dissimilar to ASBCA issues.

4. Our study was restricted to Air Force cases only. An alternate approach would be to examine construction contracts from other services, or the Department of Defense (DOD) as a whole. Cases from other services are also available in the BCA casebooks. An overall study

might provide a comparison of the services and reveal the role of the Army Corps of Engineers (COE) in the process. Since the COE deals with Army, Navy, and Air Force projects, it would take a cross-service study to clarify their impact on disputed construction contracts.

5. Another alternative approach to understanding Air Force construction contract disputes is to perform a case study of all disputes at one base over the past several years. This study would focus on the key individuals involved in the disputes, the effect of a changing Civil Engineering organization roster, the differences in how large and small disputes are handled, etc. Such detailed information would allow more specific conclusions to be drawn than are possible from an Air Force-wide study, and would have the advantage of greater accessibility of a large body of information.

6. A flowchart or "tool" could be developed for construction contract managers to use when handling projects with certain key characteristics. The more extensive the study, the more comprehensive the tool would be.

7. Based on our conclusions, it would be worthwhile to focus on those areas which this study revealed to be of primary significance. For example, specifications and design issues were found to be important factors. A separate study might focus solely on these issues and attempt to find out (in more detail) why the claims occurred and

recommend possible solutions to specifications or design related claims.

8. If a larger data base could be assembled, it would be interesting to look solely at cases which the government lost. This perspective would allow information on the nature of government mismanagement of construction contracts to be assembled.



**APPENDIX A**  
**GLOSSARY**

Ambiguous Specifications: specifications which contain vague wording or illustrations which either prevent the contractor from accomplishing part of the work, or lead him to believe that he should do some work which was not part of the original intentions of the contract.

Area of the Country: the geographical location of the Air Force base where a project is accomplished. For this study, there are four subcategories of area of the country (see Table A-1): 1) northeast, 2) southeast, 3) midwest, and 4) west.

Changes: various direct and indirect modifications to the original project and/or contract, including change orders, constructive changes, and a requirement by the Air Force for performance beyond that which is included in the contract.

Conflicts in Specifications: a contradiction between one section of the specifications and another, or between the specifications and the drawings.

Constructive Changes: changes other than those directed by the contracting officer that lead to extra costs for the contractor. This type of change occurs when some act committed by the government reasonably leads a contractor to believe that the government wants a change to the original

contract, although the government did not actually desire a change.

Contracting Officer (CO) Problems: any improper actions by government personnel during contract execution that may lead to a dispute, including improper withholding of payment by the CO and overzealous inspection.

Contractor Delays: a delay by the contractor in taking certain actions, such as submitting a complaint to the CO, beyond a period of time considered reasonable by normal government contract standards.

Contractor Failure to Read the Contract Documents Adequately: the failure by the contractor to read the contract as a whole, or to clarify patent (obvious) ambiguities in the specifications.

Contractor Management Activities: activities relating to contractor management which may affect the likelihood of a dispute occurring. The following are examples of contractor management activities:

1. Incorrect sampling procedures: the use of sampling procedures (to perform tests of materials and completed work) which do not conform to government or industry standards
2. Poor documentation: inadequate record keeping by the contractor

3. Contractor personnel problems
4. Change of supervisors: a change in the contractor's supervisors assigned to a particular project
5. Lack of coordination between the contractor and the subcontractor(s): either a) a failure by the contractor to let his subcontractor(s) know about some crucial phase or aspect of a project, or b) a failure by the contractor to solicit vital information from the subcontractor(s)
6. Poor workmanship by the contractor
7. Absence of the contractor's supervisor(s) from the work site.

Contractor Problems with Additives or the Bid Schedule: a misunderstanding by the contractor of bid schedule items or additives to the bid schedule.

Contractor Reliance on Previous Experience or Trade Practice as a Guide: either 1) an instance where the contractor feels that his previous experience qualifies him to understand the particular type of work associated with a claim, or 2) a feeling by the contractor that trade practice (the way things are commonly done in the industry) dictates the way a certain task should be performed.

Contractor Underestimated the Size of the Contract: a submittal by the contractor of a bid which is less than the

amount of dollars reasonably required to perform the work specified in the bid package.

Delays: instances whereby the contractor's performance is interrupted by causes other than the contractor himself. The delays might occur for many reasons, including intervention by Air Force personnel, supply problems, personnel problems, and acts of God.

Design Discipline: the type of engineering skills which were necessary to design that part of the project involved in the claim. Design discipline is divided into four subcategories:

1. Electrical: work involving wiring, the installation of wiring or electrical equipment, or any other work in which the electrical tasks are the central feature
2. Mechanical: work involving heating, ventilation, and air conditioning tasks
3. Civil: work involving underground tasks, such as excavation, drilling for wells, and foundations
4. Structural: any type of work done to a building that is not covered by the other three subcategories, including painting, roofing, plumbing, installing and repairing doors or windows, fixing walls or floors, and installing siding

Differing Site Conditions: Either

(1) Subsurface or latent physical conditions at the site differing materially from those indicated in [the] contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in [the] contract [Department of Defense Standard Form 23-A, General Provisions: Construction Contract, Rev. 4-75].

Errors in Design: an inherent defect in the design of a project, due to an oversight by the designer or a basic impossibility in the nature of the job itself.

Government Management Issues: issues relating to government management which may affect the likelihood of a dispute occurring. The following are examples of government management issues:

1. Change in COs: a change in contracting officer assigned to a particular project
2. Change in inspectors: a change in inspectors assigned to a particular project
3. Inexperience of inspectors: the lack of previous experience by an inspector on government contracts or on projects similar to the one he has been assigned
4. Adversary relationship: a situation where the government and the contractor are constantly at odds with each other and behave as adversaries

Inadequate Site Investigation: a failure by the contractor to properly investigate the work site prior to bidding, when

such an investigation would have revealed patent (obvious) conditions different from those in the contract.

Omissions in Specifications: the omission of some vital instruction, crucial to the successful completion of the project, from the specifications.

Problems with Warranty Work: a disagreement between the Air Force and the contractor over the nature of additional work. The Air Force maintains that the work is "warranty work," and should have been performed to fulfill the warranty clause of the contract. The contractor feels that the work is simply additional work that is not part of the warranty provision.

Problems with Submittals: either 1) a disagreement over the legitimacy of a submittal, or 2) a violation of contract procedures for submitting or reviewing submittals.

Size of Contract: the dollar amount awarded to the contractor for performing the work described in the contract.

Type of Work (project): the general nature of the project.

There are four types of work (project) subcategories:

1. New construction: building an entirely new facility
2. Additions: adding a new section to an existing facility

3. Alterations: upgrading or changing the systems or structure of an existing facility

4. Repairs: replacing or fixing the systems or structure of an existing facility



TABLE A-1

## AREA OF THE COUNTRY SUBCATEGORIES BY STATE

<u>Northeast</u>	<u>Midwest</u>	<u>West</u>
Maine	Texas	Alaska
New Hampshire	Oklahoma	Hawaii
Vermont	Kansas	New Mexico
Massachusetts	Missouri	Arizona
New York	Nebraska	Colorado
Pennsylvania	Illinois	Utah
Ohio	Indiana	Wyoming
New Jersey	Michigan	Montana
Delaware	Wisconsin	Idaho
Maryland	Minnesota	Washington
<u>Southeast</u>	North Dakota	Nevada
Arkansas	South Dakota	Oregon
Louisiana		California
Mississippi		
Tennessee		
Alabama		
Georgia		
Florida		
North Carolina		
South Carolina		
Virginia		

**APPENDIX B**  
**LITERATURE REVIEW COMPARISONS**

TABLE B-1  
RESEARCH STUDY FINDINGS

ALL TYPES OF CONTRACTS		
Report of Commission on Government Procurement, 1972		
	ASBCA Level	Contracting Officer Level
1	Statement of work/ specifications and drawings	Default terminations
2	Changes	Changes
3	Default terminations	Statement of work/speci- fications and drawings
4	Changed conditions	Inspection
5	Liquidated damages	Overhead costs
6	Time extensions	Options and price escalation
7	-	Time extensions
8	-	Liquidated damages
9	-	-
10	-	-
11	-	-
12	-	-
13	Inspection	-
14	-	Changed conditions
23	Options and price escalation	-
24	Overhead costs	-

TABLE B-1 - Continued

ALL TYPES OF CONTRACTS			
Report of Commission on Government Procurement, 1972		AFIT Thesis Study: Baxa and Hicks, 1976	
	Total	Small	Large
1	Changes	Termination/ default	Defective pricing
2	Termination/ default	Changes	Changes
3	Defective pricing	Allowable costs	Allowable costs
4	Allowable costs	Specifications/ drawings	Specifications/ drawings
5	Specifications/ drawings	Defective pricing	Termination/ default
6	Changed conditions	Inspection	Changed conditions
7	Cost overrun	Time extensions	Cost overrun
8	Inspection	Changed conditions	Terminations for convenience
9	Termination for convenience	Cost overrun	Policy/unfair provisions
10	Time extensions	Termination for convenience	Inspection
11	Govt. furnished equipment/property	Govt. furnished equipment/ property	Govt. furnished equipment/ property
12	Policy/unfair provisions	Liquidated damages	Time extension
13	Liquidated damages	Policy/unfair provisions	Faulty govt. estimate
14	Faulty govt. estimate	Faulty govt. estimate	Liquidated damages

TABLE B-1 - Continued

ALL TYPES OF CONTRACTS		ONLY CONSTRUCTION CONTRACTS	
AFIT Thesis Study: Underwood, 1979		Trade Journal Study: Wright, 1980	
1	Financial problems	Defective specifications	Specifications/drawings
2	Premature default	Financial problems	Error in cost estimate
3	Government acts	Government acts	Changed conditions
4	Defective specifications	Premature default	Builder/designer neglect
5	Substantial performance	Miscellany	Personalities
6	Failure of preproduction samples	Substantial performance	
7	Miscellaneous	Defective cure notice	
8	Defective cure notice	Failure of preproduction samples	
9	Inspection and testing		

TABLE B-2

THE GREATEST IN-HOUSE PROBLEMS IN GETTING  
OUT A GOOD SET OF SPECIFICATIONS

PERTAINING TO IN-HOUSE STANDARDS AND PROCEDURES

	<u>Owners</u>	<u>Private Design Professionals</u>
1) Insufficient time for preparation	34	113
2) Coordination between plans and specs	17	101
3) Coordination of all phases of work in the Project Schedule	-	25
4) Establishing and maintaining good standard specifications	2	15
5) Coordinating between various disciplines involved	3	14
6) Typing, proofreading, and reproduction	--	12
7) Lack of appreciation of importance of specifications, dislike of the chore, apathy	1	7
8) Communications	-	5
9) Good final review to eliminate errors	-	2
10) Coordinating owners requirements	-	2
11) Delay of in-house reviews	2	-

PERTAINING TO THE SPECIFICATIONS ENGINEER

1) Maintaining technical proficiency/knowledge of current requirements (standards, formats, products, legal)	12	29
2) Adapting "off the shelf" specifications rather than writing for particular project	1	17

TABLE B-2 - Continued

	<u>Owners</u>	<u>Private Design Professionals</u>
3) Adapting standard specifications to meet project needs	2	13
4) Lack of qualified experienced specifications engineers	7	4
5) Locating and approving manufacturers specifications	1	7
6) Understanding project requirements and fitting specifications to requirements	-	7

## PERTAINING TO THE SPECIFICATIONS

1) Conflicting statements, ambiguities, complex English, incomplete specifications, lack of common sense and clarity, poor writing ability	2	27
2) Keeping specifications from becoming too voluminous	1	5
3) Consistency and uniformity of content	2	4
4) Interfacing with requirements of various agencies	-	4
5) Providing for alternates	-	4
6) Coordinating specifications with special conditions	-	3
7) Limiting liability	-	2
8) Using coordinated, current general provisions	-	2
9) Lack of agreement on specification language	2	-

TABLE R-2 - Continued

	<u>Owners</u>	<u>Private Design Professionals</u>
OTHER		
1) Difference of formats and requirements between clients	-	16
2) Government regulations, requirements, and intervention	1	12
3) Delays and continual modifications by client	-	2
4) Not knowing ability of bidders	2	-
5) Keeping changes to a minimum	-	1
6) Lack of public agency acceptance of CSI format	-	1



TABLE B-3

MOST FREQUENT PROBLEMS WITH THE PROJECT  
SPECIFICATIONS WHEN ADMINISTERING CONTRACTS

PERTAINING TO THE CONTRACTOR

- 1) Contractor's failure to read or understand the specifications (36)
- 2) Contractors neglecting to follow the specifications (30)
- 3) Unauthorized substitutions of materials by the contractor (19)
- 4) Contractor preoccupied with looking for loopholes (3)
- 5) Insufficient experience by the contractor (3)
- 6) Lack of coordination between general contractor and his subs (1)

PERTAINING TO THE OWNER'S SITE REPRESENTATIVE

- 1) Lack of enforcement and difficulty of enforcement of the specifications (22)
- 2) Inadequate inspection and quality control in the field (12)
- 3) Insufficient experience of owner's field forces (4)
- 4) Field personnel do not read and understand the specifications (4)
- 5) Maintenance of traffic problems during construction (2)
- 6) Obtaining conformance to "performance" specifications (1)
- 7) Lack of access to standards, such as ASTM, etc. by field personnel (1)

PERTAINING TO THE SPECIFICATIONS ENGINEER

- 1) Conflicts between the plans and specifications and lack of coordination (37)
- 2) Specification writer unfamiliar with the tests and standards he specifies (12)

TABLE B-3 - Continued

- 3) Specifying unavailable materials (9)
- 4) Difficulty in specifying liquidated damages clauses that can be enforced (2)
- 5) Tendency to rely on boiler plate from previous jobs (1)
- 6) Failure to define responsibility of all parties (-)
- 7) Proprietary requirements quoted in governmental contracts (1)

PERTAINING TO SPECIFICATIONS

- 1) Interpretation of the specifications; lack of uniformity (91)
- 2) Incomplete or incorrect specifications (65)
- 3) Ambiguous language in specifications (48)
- 4) Conflicts within incompetently prepared specifications (25)
- 5) The "or equal" clause; determination of acceptable equals (24)
- 6) Omissions and errors in specifications (14)
- 7) Failure to correctly or reasonably specify pay items (12)
- 8) Obsolete products or methods (12)
- 9) Adaptability of specifications to handling unforeseen conditions (11)
- 10) Specification language too difficult for inspectors to understand (8)
- 11) Applicability of specifications to actual job conditions (7)
- 12) Too complex and wordy; poorly organized; failure to consider alternates (6)
- 13) Claims for payment for extra work not adequately covered (5)

TABLE B-3 - Continued

14) Changes clauses	(5)
15) Measurements of quantities for payment	(3)
16) Lack of method to determine reasonable compliance	(2)
17) Specifying new materials and equipment	(2)
18) Inadequate cross references on large multicontract projects	(1)
OTHER	
1) No response to the question	(56)
2) No problems with specifications	(48)
3) Lack of feedback from construction inspection forces	(5)
4) Nonuniformity of public agency requirements in different areas	(4)
5) Failure to communicate	(2)
6) Contracts where contractor takes all of the risks	(2)
7) Insufficient time for specifications review before release to bidders	(2)
8) Overturning of specification provisions by the courts	(2)
9) Too much government input and requirements	(1)
10) Owner's unwillingness to pay for necessary contract administration	(1)
11) Owner interference	(1)

APPENDIX C  
POPULATION CASE LIST

Paragraph #, Name (BCA Vol. #)	1st Case Review	2nd Case Review	In Sample
1. 15,422, RRB General Ktrs (81-2)			X
2. 15,300, Bigelow, Inc. (81-2)			X
3. 15,252, Haehn Construction Co. (81-2)			X
4. 15,262, Swepen Corp. (81-2)			X
5. 15,380, Quality Electric Service (81-2)			X
6. 15,010, Pathman Construction Co. (81-1)	X		
7. 14,943, C & L Construction Co. (81-1)	X		
8. 15,026, Midstate Constructors (81-1)			
9. 14,823, L & H Construction Co. (81-1)			X
10. 15,058, Jaybll Industries (81-1)			
11. 15,067, Titan Midwest Construction (81-1)			X
12. 15,016, Robert F. Smith Co. (81-1)			
13. 15,017, Pacific Construction Co. (81-1)			X
14. 14,893, Charles G. Williams (81-1)			X
15. 15,025, Line Power, Inc. (81-1)			
16. 15,094, Stallings & McCorvey (81-1)			X
17. 14,901, Pyramid Builders (81-1)			
18. 15,063, Luneth Plumbing & Heating (81-1)			X
19. 15,098, Ed Dickson Contracting Co. (81-1)			
20. 15,125, Bill Strong Enterprises (81-1)			X
21. 15,127, Dean Kurtz Construction (81-1)			
22. 15,072, Norcoast Beck Aleutian (81-1)			X
23. 14,545, J.W. Bateson (80-2)		X	X
24. 14,731, Aircraft Construction (80-2)		X	X
25. 14,499, Mason & Dulion Co., Inc. (80-2)			X
26. 14,614, Leopold Construction (80-2)			X
27. 14,465, Kromer, Inc. (80-2)			
28. 14,468, Edgemont (80-2)			
29. 14,734, G & M Mechanical (80-2)			X
30. 14,568, B & H Construction (80-2)			X
31. 14,544, Johnson & Son Erectors (80-2)			X
32. 14,328, Norcoast-Beck Aleutian (80-1)		X	
33. 14,336, Buckeye Electric Co. (80-1)		X	X
34. 14,371, BD Click Co., Inc. (80-1)		X	
35. 14,209, Klapp R of Co., Inc. (80-1)		X	X

Paragraph #, Name (BCA Vol. #)	1st Case Review	2nd Case Review	In Sample
36. 14,433, Control Temp, Inc. (80-1)			
37. 14,434, Triangle Painting (80-1)		X	X
38. 14,429, Martell Construction Co. (80-1)		X	X
39. 14,453, Dianne Associates, Inc. (80-1)			
40. 14,275, Shirley Construction (80-1)			
41. 14,287, Prassel Construction (80-1)			
42. 14,338, Olson Construction Co. (80-1)			
43. 14,339, F.P.Lathrop Construction Co. (80-1)			
44. 14,403, Big 4 Mechanical (80-1)			
45. 14,095, Hamilton Construction (79-2)			
46. 14,136, Boiler Services (79-2)			
47. 13,950, C & H Construction (79-2)			
48. 13,917, Dahl Enterprises (79-2)			
49. 14,040, Alan J. Haynes Construction (79-2)			
50. 13,914, Titan Mt. States Construction (79-2)			
51. 14,034, R.E. Alexander Co., Inc. (79-2)			
52. 13,967, Paragon Mechanical, Inc. (79-2)			
53. 13,908, Bell Construction Co., Inc. (79-2)			
54. 13,969, Jaybil Industries (79-2)			
55. 13,955, J Rose Corporation (79-2)			
56. 13,962, S & T Construction (79-2)			
57. 14,002, Tracy Trombley (79-2)			
58. 14,001, K & S Associates (79-2)			
59. 14,157, Tutor-Saliba (79-2)			
60. 13,878, Walsky Construction (79-1)			
61. 13,730, Santa Fe Engineers, Inc. (79-1)			
62. 13,599, Delta Lines Construction Co. (79-1)			
63. 13,775, Herring Electric Co. (79-1)			
64. 13,875, Blinderman Construction (79-1)			
65. 13,610, Bavison Construction (79-1)			
66. 13,646, Ram Construction, Inc. (79-1)			
67. 13,873, Whitney Bros. (79-1)			
68. 13,745, Brown Construction Co. (79-1)			
69. 13,797, Johnnie Quinn (79-1)			
70. 13,871, Delta Line Corporation (79-1)			

Paragraph #, Name (BCA Vol. #)	1st Case Review	2nd Case Review	In Sample
71. 13,869, Randall H. Sharpe (79-1)			X
72. 13,579, Tennessee Valley Service (79-1)			X
73. 13,586, Madsen Construction (79-1)			X
74. 13,673, Westerschil Construction Co. (79-1)			X
75. 13,822, Lindwall Construction Co. (79-1)			X
76. 13,737, Butt & Head, Inc. (79-1)			X
77. 13,824, Speegle Construction, Inc. (79-1)			X
78. 13,825, Amos Construction (79-1)			X
79. 13,827, Noah Lewis (79-1)			X
80. 13,399, Wilmac Construction (78-2)	X		X
81. 13,249, Page & Wirtz (78-2)	X		X
82. 13,542, Mecon Company (78-2)			X
83. 13,485, Tuxedo Contractors, Inc. (78-2)			X
84. 13,471, Westinghouse Electric Co. (78-2)			X
85. 13,440, Overhead Electric (78-2)			X
86. 13,244, D & D Management Co. (78-2)	X		X
87. 13,192, Donald Goodnight (78-1)	X		X
88. 13,173, Joseph Morton Co. (78-1)			X
89. 13,165, RH Coody & Associates (78-1)			X
90. 13,164, Hogan Mechanical (78-1)	X		X
91. 13,162, Yancey Company (78-1)			X
92. 13,160, Jim O'Connor, Inc. (78-1)			X
93. 13,039, Frank W. Miller (78-1)			X
94. 12,998, Howard L. Cook, Co. (78-1)	X		X
95. 12,877, R & G Roofing (78-1)			X
96. 12,825, Fred R. Comb (77-2)			X
97. 12,808, Perry's Service Company (77-2)			X
98. 12,771, CYR Construction Co. (77-2)			X
99. 12,723, Blinderman Construction (77-2)			X
100. 12,717, BJ Larvin (77-2)			X
101. 12,683, Wasco, Inc. (77-2)			X
102. 12,673, Spencer & Jones (77-2)			X
103. 12,643, Derrick Electric Co. (77-2)			X
104. 12,553, Sherkdale Construction (77-2)			X

**APPENDIX D**  
**COMPLETED CASE REVIEW FORMS**



ASBCA Case No. 23927 Date Case Heard 130158PA1  
 Name of Contractor RRB GENERAL CONTRACTORS INC  
 Base PETERSON AFB Co Page No. 716422 Vol. No. 81-2  
 Paragraph No. 15422

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ 149234  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ 0  
 Time Extension requested NIA (days) Awarded NIA (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil \_\_\_\_\_ Struc ☒  
 Area of the Country: Nest Days Required NIA MAJCOM: SAC  
 Size of Contract: \$ UNK COE involvement: Yes \_\_\_\_\_ No ☒  
 Type of Work (project): Tasau carpet at officer's Club  
 Type of Work (Claim): Carpet installed

CLAIM  
CATEGORIES

- |   |                                     |  |       |
|---|-------------------------------------|--|-------|
| 1. Ambiguous Specs.                         | _____                               | 14. Improper Liquidated Damages            | _____ |
| 2. Omissions in Specs.                      | _____                               | 15. Inspector-caused Delay                 | _____ |
| 3. Conflicts in Specs.                      | _____                               | 16. Inspector Acting Outside His Authority | _____ |
| 4. Differences in Interpretation            | _____                               | 17. Inspector Improperly Rejecting Work    | _____ |
| 5. Impossibility of the work described      | <input checked="" type="checkbox"/> | 18. Inspector Improperly Directing Work    | _____ |
| 6. Inaccurate tech. data in specs.          | _____                               | 19. Inspector Improperly Stopping Work     | _____ |
| 7. Differing Site Conditions                | _____                               | 20. Fraud, Latent Defects, or Gross Errors | _____ |
| 8. Changes in Specs.                        | _____                               | 21. CO Acting Improperly                   | _____ |
| 9. Challenges in the "Or Equal" area        | _____                               | 22. CO Directing Addt'l Work               | _____ |
| 10. Owner had superior knowledge            | _____                               | 23. CO Improperly Rejecting Work           | _____ |
| 11. Failure to give access to the work site | _____                               | 24. Improper T for D                       | _____ |
| 12. Poor Workmanship                        | <input checked="" type="checkbox"/> | 25. Improper T for C                       | _____ |
| 13. Overzealous inspection                  | _____                               |  |       |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 5) if work performed as specified it would not have met intended purpose

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: Warranty Work

Poor workmanship by ftr

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ASBCA Case No. 24376 Date Case Heard August 20, 1981  
 Name of Contractor Bigelow, Inc.  
 Base Myrtle Beach, SC Page No. 75, 731 Vol. No. 81-2  
 Paragraph No. 15, 300

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ N.G.  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
 Time Extension requested 56 (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: ☐ Days Required 270 MAJCOM: TAC  
 Size of Contract: \$ 236,975.42 COE involvement Yes ☐ No ☒  
 Type of Work (project): reroofing  
 Type of Work (Claim): "

CLAIM  
CATEGORIES

- |   |       |  |       |
|---|-------|--|-------|
| 1. Ambiguous Specs.                         | _____ | 14. Improper Liquidated Damages            | _____ |
| 2. Omissions in Specs.                      | _____ | 15. Inspector-caused Delay                 | _____ |
| 3. Conflicts in Specs.                      | _____ | 16. Inspector Acting Outside His Authority | _____ |
| 4. Differences in Interpretation            | _____ | 17. Inspector Improperly Rejecting Work    | _____ |
| 5. Impossibility of the work described      | _____ | 18. Inspector Improperly Directing Work    | _____ |
| 6. Inaccurate tech. data in specs.          | _____ | 19. Inspector Improperly Stopping Work     | _____ |
| 7. Differing Site Conditions                | _____ | 20. Fraud, Latent Defects, or Gross Errors | _____ |
| 8. Changes in Specs.                        | _____ | 21. CO Acting Improperly                   | _____ |
| 9. Challenges in the "Or Equal" area        | _____ | 22. CO Directing Addt'l Work               | _____ |
| 10. Owner had superior knowledge            | _____ | 23. CO Improperly Rejecting Work           | _____ |
| 11. Failure to give access to the work site | _____ | 24. Improper T for D                       | _____ |
| 12. Poor Workmanship                        | _____ | 25. Improper T for C                       | _____ |
| 13. Overzealous inspection                  | _____ |  |       |

(continued)

Claim Categories(contd.)

Additional Claim Categories:

Delays

Comments:

PERTINENT  
FACTS

- |  |                                     |  |       |
|--|-------------------------------------|--|-------|
| 1. Need for Change Order                     | _____                               | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____                               | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____                               | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____                               | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____                               | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____                               | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____                               |  |       |
| 8. Contractor's Prior<br>Experience          | _____                               |  |       |
| 9. Adversary Relationship                    | <input checked="" type="checkbox"/> |  |       |
| 10. Change in Inspectors                     | _____                               |  |       |

Additional Pertinent Facts:

Ktr personnel probs.

Comments:

Delay due to - late deliveries (mat'ls)

- personnel probs.

- bad weather

- addt'l mat'ls ordered

- Govt. inspector harassment

ASBCA Case No. 24376 Date Case Heard August 20, 1981  
 Name of Contractor Bigelow, Inc.  
 Base Myrtle Beach, SC Page No. 75,731 Vol. No. 81-2  
 Paragraph No. 15,300

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ N.G.  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded        (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country:        Days Required        MAJCOM: TAC  
 Size of Contract: \$ 236,975.42 COE involvement: Yes ☐ No ☒  
 Type of Work (project): rerooting  
 Type of Work (Claim): roof ventilators

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <input checked="" type="checkbox"/>              | 14. Improper Liquidated Damages <input type="checkbox"/>            |
| 2. Omissions in Specs. <input type="checkbox"/>                      | 15. Inspector-caused Delay <input type="checkbox"/>                 |
| 3. Conflicts in Specs. <input type="checkbox"/>                      | 16. Inspector Acting Outside His Authority <input type="checkbox"/> |
| 4. Differences in Interpretation <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work <input type="checkbox"/>    |
| 5. Impossibility of the work described <input type="checkbox"/>      | 18. Inspector Improperly Directing Work <input type="checkbox"/>    |
| 6. Inaccurate tech. data in specs. <input type="checkbox"/>          | 19. Inspector Improperly Stopping Work <input type="checkbox"/>     |
| 7. Differing Site Conditions <input type="checkbox"/>                | 20. Fraud, Latent Defects, or Gross Errors <input type="checkbox"/> |
| 8. Changes in Specs. <input type="checkbox"/>                        | 21. CO Acting Improperly <input type="checkbox"/>                   |
| 9. Challenges in the "Or Equal" area <input type="checkbox"/>        | 22. CO Directing Addt'l Work <input type="checkbox"/>               |
| 10. Owner had superior knowledge <input type="checkbox"/>            | 23. CO Improperly Rejecting Work <input type="checkbox"/>           |
| 11. Failure to give access to the work site <input type="checkbox"/> | 24. Improper T for D <input type="checkbox"/>                       |
| 12. Poor Workmanship <input type="checkbox"/>                        | 25. Improper T for C <input type="checkbox"/>                       |
| 13. Overzealous inspection <input type="checkbox"/>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: Inadequate Site Investig.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASBCA Case No. 24657 Date Case Heard July 22, 1981  
Name of Contractor Haehn Construction Co.  
Base Edwards, CA Page No. 75,497 Vol. No. 81-2  
Paragraph No. 15,252

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ 45,597  
Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
Time Extension requested N/A (days) Awarded        (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
Area of the Country:        Days Required        MAJCOM: AFSC  
Size of Contract: \$ 3,016,000 COE involvement Yes ☐ No ☒  
Type of Work (project): alterations of bldgs.  
Type of Work (Claim): wall-covering

CLAIM  
CATEGORIES

- |   |                                     |  |                          |
|---|-------------------------------------|--|--------------------------|
| 1. Ambiguous Specs.                         | <input type="checkbox"/>            | 14. Improper Liquidated Damages            | <input type="checkbox"/> |
| 2. Omissions in Specs.                      | <input checked="" type="checkbox"/> | 15. Inspector-caused Delay                 | <input type="checkbox"/> |
| 3. Conflicts in Specs.                      | <input type="checkbox"/>            | 16. Inspector Acting Outside His Authority | <input type="checkbox"/> |
| 4. Differences in Interpretation            | <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/> |
| 5. Impossibility of the work described      | <input type="checkbox"/>            | 18. Inspector Improperly Directing Work    | <input type="checkbox"/> |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/>            | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/> |
| 7. Differing Site Conditions                | <input type="checkbox"/>            | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/> |
| 8. Changes in Specs.                        | <input type="checkbox"/>            | 21. CO Acting Improperly                   | <input type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/>            | 22. CO Directing Add'l Work                | <input type="checkbox"/> |
| 10. Owner had superior knowledge            | <input type="checkbox"/>            | 23. CO Improperly Rejecting Work           | <input type="checkbox"/> |
| 11. Failure to give access to the work site | <input type="checkbox"/>            | 24. Improper T for D                       | <input type="checkbox"/> |
| 12. Poor Workmanship                        | <input type="checkbox"/>            | 25. Improper T for C                       | <input type="checkbox"/> |
| 13. Overzealous inspection                  | <input type="checkbox"/>            |  |                          |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |         |
|--|-------|--|---------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ ✓ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____   |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____   |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____   |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____   |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____   |
| 7. Poor Documentation by<br>Contractor       | _____ |  |         |
| 8. Contractor's Prior<br>Experience          | _____ |  |         |
| 9. Adversary Relationship                    | _____ |  |         |
| 10. Change in Inspectors                     | _____ |  |         |

Additional Pertinent Facts: Failure to read contract documents sufficiently

Comments: Confusion over bid schedule:

- Ktr based actions on drawings, which show that flexi-wall is only for 2d/3d floor bedrooms

- Govt. wants all (1,2,3 floor) bedrooms (specs. say all bedrooms)



## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 25118 Date Case Heard 28 Jul 81  
 Name of Contractor SHAWCO CORP  
 Base Kelly AFB TX Page No. 75574 Vol. No. 81-2  
 Paragraph No. 15262

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 21,868.30  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech ✓ Civil     Struc      
 Area of the Country: Midwest Days Required N/A MAJCOM: AFLC  
 Size of Contract: \$ 431,483 COE involvement: Yes     No ✓  
 Type of Work (project): Alteration of Heating System  
 Type of Work (Claim): Install Valves & Piping for Air & Condenser  
dump System

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>✓</u>                           | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *Spec didn't follow a consistent pattern for identifying new vs old work - couldn't tell if certain valves and piping were existing*

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: *Nti and govt underestimated size of contract*  
*Nti failed to adequately visit site Nti failed to clarify patent ambiguity*

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

ASBCA Case No. 25811 Date Case Heard 18 AUG 81  
 Name of Contractor QUALITY ELECTRIC SERVICE  
 Base WPAFB AFB OH Page No. 716199 Vol. No. 812  
 Paragraph No. 15380

CASE  
INFO

Entitlement ✓ Both E&Q \_\_\_ Dollar Amt. of Claim \$36,000  
 Who won? Govt. ✓ Ktr \_\_\_ Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electry ✓ Mech \_\_\_ Civil \_\_\_ Struc \_\_\_  
 Area of the Country: \_\_\_ Days Required N/A MAJCOM: YAC  
 Size of Contract: \$1,881,000 <sup>MAVFC</sup> ~~GOE~~ Involvement: Yes ✓ No \_\_\_  
 Type of Work (project): CONSTRUCTION + INSTALLATION OF AIRFIELD CLIMATE  
 Type of Work (Claim): Lighting  
Determination of specific bid cost

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. _____                         | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                      | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                      | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____            | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____      | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____          | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                        | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____        | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____            | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____ | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                        | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                  | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories:

*Due to clerical error gov't processed incorrect \$ amount*

Comments:

PERTINENT  
FACTS

- |                           |   |                          |   |
|---------------------------|---|--------------------------|---|
| 1. Need for Change Order  | — | 11. Lack of Coordination | — |
| 2. Poor Criteria at the   | — | Between the Contractor   | — |
| Start of Design           | — | and Subcontractors       | — |
| 3. Need for Addendum      | — | 12. Change in the        | — |
| 4. Poor Documentation     | — | Contractor's             | — |
| by Inspector              | — | Supervisor               | — |
| 5. Inexperience of        | — | 13. CO Directs Change in | — |
| Inspectors                | — | the Method or Manner     | — |
| 6. Absence of the         | — | of Performance           | — |
| Contractor's Supervisor   | — | 14. Problems with        | — |
| 7. Poor Documentation by  | — | Government-Furnished     | — |
| Contractor                | — | Equipment                | — |
| 8. Contractor's Prior     | — | 15. Use of Improper      | — |
| Experience                | — | Communication            | — |
| 9. Adversary Relationship | — | Channels by CO           | — |
| 10. Change in Inspectors  | — | 16. Air Force Personnel  | — |
|                           |   | Performing Contractor    | — |
|                           |   | Duties                   | — |

Additional Pertinent Facts:

Comments:

## CASE REVIEW FORM

Bill ☒

ASBCA Case No. 22 793,23040 Date Case Heard Jan. 26, 1981  
 Name of Contractor C+L Construction Co, Inc.  
 Base Pease, NH Page No. 73,951 Vol. No. 81-1  
 Paragraph No. 14,943

CASE  
INFO

Entitlement 1 Both E&Q ☒ Dollar Amt. of Claim \$ 53,270  
 Who won? Govt.     Ktr ☒ Amount of award \$ 12,144  
 Time Extension requested N/A (days) Awarded     (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil ☒ Struc      
 Area of the Country:     Days Required     MAJCOM: SAC  
 Size of Contract: \$ 2,728,350 COE involvement Yes     No ☒  
 Type of Work (project): design/construct MFH units  
 Type of Work (Claim): excavation (boulders)

CLAIM  
CATEGORIES

- |   |                                     |  |            |
|---|-------------------------------------|--|------------|
| 1. Ambiguous Specs.                         | <u>   </u>                          | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u>                          | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u>                          | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u>                          | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u>                          | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u>                          | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <input checked="" type="checkbox"/> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u>                          | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u>                          | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u>                          | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u>                          | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u>                          | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u>                          |  |            |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: \_\_\_\_\_

Comments: Removal of boulders was beyond what  
would reasonably be expected.

Ktr was entitled to compensation  
on Boulders because govt. had signed  
modification for unanticipated boulders.

ASBCA Case No. 23040 Date Case Heard Jan. 26, 1981  
 Name of Contractor C+L Construction Co., Inc.  
 Base Pease, NH Page No. 73, 951 Vol. No. 81-1  
 Paragraph No. 14, 743

CASE  
INFO

Entitlement Both E&Q ☒ Dollar Amt. of Claim \$ 20,280.08  
 Who won? Govt. Ktr ☒ Amount of award \$ 11,846  
 Time Extension requested N/A (days) Awarded        (days)

PROJECT  
FEATURES

Design Discipline: Electr        Mech        Civil ☒ Struc         
 Area of the Country:        Days Required        MAJCOM: SAC  
 Size of Contract: \$ 2,728,350 COE involvement: Yes        No ☒  
 Type of Work (project): design + construct MFH units  
 Type of Work (Claim): excavation ~~for~~ unsuitable materials

CLAIM  
CATEGORIES

- |  |  |
|--|--|
| 1. Ambiguous Specs. <u>      </u>                                | 14. Improper Liquidated Damages <u>      </u>            |
| 2. Omissions in Specs. <u>      </u>                             | 15. Inspector-caused Delay <u>      </u>                 |
| 3. Conflicts in Specs. <u>      </u>                             | 16. Inspector Acting Outside His Authority <u>      </u> |
| 4. Differences in Interpretation <u>      </u>                   | 17. Inspector Improperly Rejecting Work <u>      </u>    |
| 5. Impossibility of the work described <u>      </u>             | 18. Inspector Improperly Directing Work <u>      </u>    |
| 6. Inaccurate tech. data in specs. <u>      </u>                 | 19. Inspector Improperly Stopping Work <u>      </u>     |
| 7. Differing Site Conditions <input checked="" type="checkbox"/> | 20. Fraud, Latent Defects, or Gross Errors <u>      </u> |
| 8. Changes in Specs. <u>      </u>                               | 21. CO Acting Improperly <u>      </u>                   |
| 9. Challenges in the "Or Equal" area <u>      </u>               | 22. CO Directing Addt'l Work <u>      </u>               |
| 10. Owner had superior knowledge <u>      </u>                   | 23. CO Improperly Rejecting Work <u>      </u>           |
| 11. Failure to give access to the work site <u>      </u>        | 24. Improper T for D <u>      </u>                       |
| 12. Poor Workmanship <u>      </u>                               | 25. Improper T for C <u>      </u>                       |
| 13. Overzealous inspection <u>      </u>                         | (continued)  |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Inadequate Site Inv.

Ktr failed to give required notice

Comments: Ktr thought he could use backfill mat'l  
on site, but it proved to be unsuitable  
(he had to replace it w/ suitable mat'l)



ASBCA Case No. 23680 Date Case Heard 24 JUN 80  
 Name of Contractor LAND H. CHICK-DEKOR CO. INC.  
 Base McGUIRE AFB, TX Page No. 73159 Vol. No. 81-1  
 Paragraph No. 14823

CASE  
INFO

Entitlement ✓ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ 25445  
 Who won? Govt. ✓ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech ✓ Civil \_\_\_\_\_ Struc \_\_\_\_\_  
 Area of the Country: NE Days Required N/A MAJCOM: MAC  
 Size of Contract: \$ 185,385 COE involvement Yes \_\_\_\_\_ No ✓  
 Type of Work (project): Repair Heating & A/C systems in avionics maintenance  
 Type of Work (Claim): Mechanical - Heating and Air Conditioning

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. _____                         | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                      | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                      | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____            | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____      | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____          | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                        | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____        | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____            | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____ | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                        | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Problems with change order

Comments: Financial problems caused by gov't through numerous change orders causing an increased need for supervision

PERTINENT  
FACTS

- |  |                                     |  |                          |
|--|-------------------------------------|--|--------------------------|
| 1. Need for Change Order                     | <input checked="" type="checkbox"/> | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | <input type="checkbox"/> |
| 2. Poor Criteria at the<br>Start of Design   | <input type="checkbox"/>            | 12. Change in the<br>Contractor's<br>Supervisor                          | <input type="checkbox"/> |
| 3. Need for Addendum                         | <input type="checkbox"/>            | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | <input type="checkbox"/> |
| 4. Poor Documentation<br>by Inspector        | <input type="checkbox"/>            | 14. Problems with<br>Government-Furnished<br>Equipment                   | <input type="checkbox"/> |
| 5. Inexperience of<br>Inspectors             | <input type="checkbox"/>            | 15. Use of Improper<br>Communication<br>Channels by CO                   | <input type="checkbox"/> |
| 6. Absence of the<br>Contractor's Supervisor | <input type="checkbox"/>            | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | <input type="checkbox"/> |
| 7. Poor Documentation by<br>Contractor       | <input type="checkbox"/>            |  |                          |
| 8. Contractor's Prior<br>Experience          | <input type="checkbox"/>            |  |                          |
| 9. Adversary relationship                    | <input type="checkbox"/>            |  |                          |
| 10. Change in Inspectors                     | <input type="checkbox"/>            |  |                          |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ASBCA Case No. 23594 Date Case Heard April 7, 1981  
Name of Contractor Titan Midwest Construction  
Base Offut, Nebr. Page No. 74,513 Vol. No. 81-1  
Paragraph No. 15,067

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ 90,205.06  
Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
Time Extension requested N/A (days) Awarded \_\_\_\_\_ (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☒ Struc ☐  
Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: SAC  
Size of Contract: \$ 11,767,111 COE involvement: Yes ☐ No ☒  
Type of Work (project): addition to medical facility  
Type of Work (Claim): sewer

CLAIM  
CATEGORIES

- |  |  |
|--|--|
| 1. Ambiguous Specs. _____  | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____   | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____   | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                                 | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____                           | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                               | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions <input checked="" type="checkbox"/> _____ | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____   | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____                             | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                                 | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____                      | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____   | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                                       |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           | _____ | Performing Contractor    | _____ |
|                           | _____ | Duties                   | _____ |

Additional Pertinent Facts: Inadequate Site Inv.

Comments: adequate site investigation would  
have revealed drainage problems.

ASBCA Case No. 24548 Date Case Heard 13 MAR 81  
Name of Contractor PACIFIC CONSTRUCTION CO  
Base YRABIS AFB CA Page No. 74307 Vol. No. 81-1  
Paragraph No. 15017

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$49946  
Who won? Govt. ☒ Ktr ☐ Amount of award \$494  
Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☒ Struc ☐  
Area of the Country: West Days Required N/A MAJCOM: MAC  
Size of Contract: \$306,050 COE involvement: Yes ☐ No ☐  
Type of Work (project): CONSTRUCT SEWER LINES  
Type of Work (Claim): FAILURE TO PROVIDE SUFFICIENT Rd BOD

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <input type="checkbox"/>                         | 14. Improper Liquidated Damages <input type="checkbox"/>            |
| 2. Omissions in Specs. <input type="checkbox"/>                      | 15. Inspector-caused Delay <input type="checkbox"/>                 |
| 3. Conflicts in Specs. <input type="checkbox"/>                      | 16. Inspector Acting Outside His Authority <input type="checkbox"/> |
| 4. Differences in Interpretation <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work <input type="checkbox"/>    |
| 5. Impossibility of the work described <input type="checkbox"/>      | 18. Inspector Improperly Directing Work <input type="checkbox"/>    |
| 6. Inaccurate tech. data in specs. <input type="checkbox"/>          | 19. Inspector Improperly Stopping Work <input type="checkbox"/>     |
| 7. Differing Site Conditions <input type="checkbox"/>                | 20. Fraud, Latent Defects, or Gross Errors <input type="checkbox"/> |
| 8. Changes in Specs. <input type="checkbox"/>                        | 21. CO Acting Improperly <input type="checkbox"/>                   |
| 9. Challenges in the "Or Equal" area <input type="checkbox"/>        | 22. CO Directing Addt'l Work <input type="checkbox"/>               |
| 10. Owner had superior knowledge <input type="checkbox"/>            | 23. CO Improperly Rejecting Work <input type="checkbox"/>           |
| 11. Failure to give access to the work site <input type="checkbox"/> | 24. Improper T for D <input type="checkbox"/>                       |
| 12. Poor Workmanship <input type="checkbox"/>                        | 25. Improper T for C <input type="checkbox"/>                       |
| 13. Overzealous inspection <input type="checkbox"/>                  |   |
- (continued)

Claim Categories(contd.)

Additional Claim Categories: His claims contract was improperly awarded to him

Comments: \_\_\_\_\_

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Problems with additives His underestimate of contract

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERTINENT  
FACTS

## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 24967 Date Case Heard Dec. 15, 1980  
 Name of Contractor Charles G. Williams Construction, Inc.  
 Base Lowry, Colorado Page No. 73,676 Vol. No. 81-1  
 Paragraph No. 14,893

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ Not given  
 Who won? Govt. ✓ Ktr      Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country:      Days Required      MAJCOM: ATC  
 Size of Contract: \$ 209,000 COE involvement Yes      No ✓  
 Type of Work (project): Alterations to building  
 Type of Work (Claim): excavation/concrete pouring

CLAIM  
CATEGORIES

- |   |             |  |             |
|---|-------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>    </u> | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>✓</u>    |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>    </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>✓</u>    | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u> |  |             |

(continued)

Claim Categories(contd.)

Additional Claim Categories: CO Acting Improperly

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | ✓     |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Government Management,  
Contractor Management, Change in COs

Comments: Ktr had to excavate and repour  
concrete around PCV conduit.  
Could be "problems w/ warranty  
work" since judge reminded Ktr that he (Ktr)  
had warranted that the work would meet the specs.



## CASE REVIEW FORM

Bill     

ASBCA Case No. 25125 Date Case Heard 20 APR. 81  
 Name of Contractor Stallings and McCovery Inc.  
 Base Eglin AFB, FLA Page No. 74/90 Vol. No. 81-1  
 Paragraph No. 15094

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ 11,039.82  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☒ Civil ☐ Struc ☐  
 Area of the Country: SE Days Required N/A MAJCOM: AFSC  
 Size of Contract: \$ 2,168,159 COE involvement: Yes ☐ No ☐  
 Type of Work (project): Construct an Armament System Dev Facility  
 Type of Work (Claim): Fire detection system (Smoke detectors)

CLAIM  
CATEGORIES

- |   |                                     |  |                          |
|---|-------------------------------------|--|--------------------------|
| 1. Ambiguous Specs.                         | <input checked="" type="checkbox"/> | 14. Improper Liquidated Damages            | <input type="checkbox"/> |
| 2. Omissions in Specs.                      | <input type="checkbox"/>            | 15. Inspector-caused Delay                 | <input type="checkbox"/> |
| 3. Conflicts in Specs.                      | <input type="checkbox"/>            | 16. Inspector Acting Outside His Authority | <input type="checkbox"/> |
| 4. Differences in Interpretation            | <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/> |
| 5. Impossibility of the work described      | <input type="checkbox"/>            | 18. Inspector Improperly Directing Work    | <input type="checkbox"/> |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/>            | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/> |
| 7. Differing Site Conditions                | <input type="checkbox"/>            | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/> |
| 8. Changes in Specs.                        | <input type="checkbox"/>            | 21. CO Acting Improperly                   | <input type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/>            | 22. CO Directing Addt'l Work               | <input type="checkbox"/> |
| 10. Owner had superior knowledge            | <input type="checkbox"/>            | 23. CO Improperly Rejecting Work           | <input type="checkbox"/> |
| 11. Failure to give access to the work site | <input type="checkbox"/>            | 24. Improper T for D                       | <input type="checkbox"/> |
| 12. Poor Workmanship                        | <input type="checkbox"/>            | 25. Improper T for C                       | <input type="checkbox"/> |
| 13. Overzealous inspection                  | <input type="checkbox"/>            |  |                          |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 1) *Specs poorly organized - hard to tell in what section the smoke detectors should have been handled - by what sub*

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | ✓     |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: *Not failed to read contract as a whole*

Comments: *1) Poor coordination of bid*

PERTINENT  
FACTS

## CASE REVIEW FORM

Bill

ASBCA Case No. 25125 Date Case Heard 20 Apr 81  
 Name of Contractor Hallings and McConvey Inc  
 Base EGW AFB 71 Page No. 74690 Vol. No. 81-1  
 Paragraph No. 15094

CASE  
INFO

Entitlement Y Both E&Q      Dollar Amt. of Claim \$ 01A  
 Who won? Govt.      Ktr Y Amount of award \$ 01A  
 Time Extension requested 01A (days) Awarded 01A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc Y  
 Area of the Country: SE Days Required 01A MAJCOM: AELC  
 Size of Contract: \$2,168,159 COE involvement Yes      No Y  
 Type of Work (project): Contract Administration  
 Type of Work (Claim): Inspection

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>Y</u>         | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 5) error in design - doors wouldn't have functioned if built as specified

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: It failed to clear up a patent ambiguity  
Normal trade practise

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERTINENT  
FACTS

ASBCA Case No. 25332 Date Case Heard Mar 24, 1981  
 Name of Contractor Luneth Plumbing + Heating  
 Base Grand Forks, ND Page No. 74503 Vol. No. 21-1  
 Paragraph No. 15,063

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ 3240  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded \_\_\_\_\_ (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: SAC  
 Size of Contract: \$ 40,100 COE involvement Yes ☐ No ☒  
 Type of Work (project): installation + repairs to MFH  
 Type of Work (Claim): plumbing

CLAIM  
CATEGORIES

- |  |  |
|--|--|
| 1. Ambiguous Specs. _____  | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                                     | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                                     | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                           | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____                     | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                         | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions <input checked="" type="checkbox"/> | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                                       | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____                       | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                           | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____                | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                                       | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                                 |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Inadequate Site Inv. ,

Ktr delayed in taking necessary action

Comments: Ktr had to do extra work

to relocate tub faucets because of predrilled

holes (claims govt. should have revealed

faucet height)

ASBCA Case No. 25304 Date Case Heard 24 Apr 1981  
 Name of Contractor BILL SPONG ENTERPRISES, INC  
 Base McCOMB AFB, KA Page No. 74825 Vol. No. 81-1  
 Paragraph No. 15/25

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ N/A  
 Who won? Govt. \_\_\_\_\_ Ktr ☒ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil \_\_\_\_\_ Struc ☒  
 Area of the Country: Midwest Days Required 180 MAJCOM: SAC  
 Size of Contract: \$ \_\_\_\_\_ COE involvement Yes \_\_\_\_\_ No ☒  
 Type of Work (project): Install/dishwasher/Modify cabinets in MFH units  
 Type of Work (Claim): Cabinet modifications

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <input checked="" type="checkbox"/> | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                            | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                            | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                  | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____            | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                      | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                              | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____              | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                  | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____       | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                              | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                        |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 1) Problem with definition of word "new"

PERTINENT  
FACTS

- |                           |          |                          |       |
|---------------------------|----------|--------------------------|-------|
| 1. Need for Change Order  | _____    | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____    | Between the Contractor   | _____ |
| Start of Design           | _____    | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____    | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____    | Contractor's             | _____ |
| by Inspector              | _____    | Supervisor               | _____ |
| 5. Inexperience of        | _____    | 13. CO Directs Change in | _____ |
| Inspectors                | _____    | the Method or Manner     | _____ |
| 6. Absence of the         | _____    | of Performance           | _____ |
| Contractor's Supervisor   | _____    | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____    | Government-Furnished     | _____ |
| Contractor                | _____    | Equipment                | _____ |
| 8. Contractor's Prior     | _____    | 15. Use of Improper      | _____ |
| Experience                | <u>✓</u> | Communication            | _____ |
| 9. Adversary Relationship | _____    | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____    | 16. Air Force Personnel  | _____ |
|                           | _____    | Performing Contractor    | _____ |
|                           | _____    | Duties                   | _____ |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



ASBCA Case No. \_\_\_\_\_ Date Case Heard Mar. 30, 1981  
 Name of Contractor Norcoast-Beck Aleutian  
 Base Cape Newenham, AK Page No. 74,545 Vol. No. 81-1  
 Paragraph No. 15,072

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ N.G.  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded \_\_\_\_\_ (days)

PROJECT  
FEATURES

Design Discipline: Electr ☒ Mech \_\_\_\_\_ Civil \_\_\_\_\_ Struc \_\_\_\_\_  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: AAC  
 Size of Contract: \$ 4,346,000 COE involvement Yes \_\_\_\_\_ No ☒  
 Type of Work (project): construction of bldg  
 Type of Work (Claim): installation of electr. equip.

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <input checked="" type="checkbox"/> | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                            | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                            | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                  | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____            | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                      | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                              | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____              | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                  | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____       | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                              | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                        | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Ktr relied on trade practice,  
Ktr failed to interpret specs. as a whole

Comments: Ktr thought "shall require" meant  
that he should make sure it happened, but  
govt. would pay (for mfr. to provide services).  
Ktr says it was trade practice  
for govt. to pay for services.

ASECA Case No. 22924 Date Case Heard May 30, 1978  
Name of Contractor JW Bateson Company, Inc.  
Base Lackland, Tx. Page No. 71, 694 Vol. No. 80-2  
Paragraph No. 14,545

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ 33,068  
Who won? Govt. ☐ Ktr ☒ Amount of award \$ N/A  
Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☒ Mech ☐ Civil ☐ Struc ☐  
Area of the Country: ☐ Days Required ☐ MAJCOM: ATC  
Size of Contract: \$ 69,974,000 COE involvement Yes ☒ No ☐  
Type of Work (project): enlarge hospital  
Type of Work (Claim): electrical lines

CLAIM  
CATEGORIES

- |   |                                     |  |                          |
|---|-------------------------------------|--|--------------------------|
| 1. Ambiguous Specs.                         | <input type="checkbox"/>            | 14. Improper Liquidated Damages            | <input type="checkbox"/> |
| 2. Omissions in Specs.                      | <input type="checkbox"/>            | 15. Inspector-caused Delay                 | <input type="checkbox"/> |
| 3. Conflicts in Specs.                      | <input type="checkbox"/>            | 16. Inspector Acting Outside His Authority | <input type="checkbox"/> |
| 4. Differences in Interpretation            | <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/> |
| 5. Impossibility of the work described      | <input type="checkbox"/>            | 18. Inspector Improperly Directing Work    | <input type="checkbox"/> |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/>            | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/> |
| 7. Differing Site Conditions                | <input checked="" type="checkbox"/> | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/> |
| 8. Changes in Specs.                        | <input type="checkbox"/>            | 21. CO Acting Improperly                   | <input type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/>            | 22. CO Directing Addt'l Work               | <input type="checkbox"/> |
| 10. Owner had superior knowledge            | <input type="checkbox"/>            | 23. CO Improperly Rejecting Work           | <input type="checkbox"/> |
| 11. Failure to give access to the work site | <input type="checkbox"/>            | 24. Improper T for D                       | <input type="checkbox"/> |
| 12. Poor Workmanship                        | <input type="checkbox"/>            | 25. Improper T for C                       | <input type="checkbox"/> |
| 13. Overzealous inspection                  | <input type="checkbox"/>            |  |                          |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | ✓     | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           | _____ | Performing Contractor    | _____ |
|                           | _____ | Duties                   | _____ |

Additional Pertinent Facts: Klr failed to clarify ambig.,  
Inadequate Site Investigation, Govt. Mgt.

Comments: Each party had different interpretation  
of the meaning of "service lines" and "existing  
outlets" in specs.

Thus, Govt. failed to provide utility  
service as promised in contract.

PERTINENT  
FACTS

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 23597 Date Case Heard 24 Sept 80  
 Name of Contractor AIRCRAFT CONSTRUCTION CO, INC  
 Base WILLIAM AFB, ARIZ Page No. 726-77 Vol. No. 80-2  
 Paragraph No. 14731

CASE  
INFO

Entitlement     Both E&Q ✓ Dollar Amt. of Claim \$ 45,939.39  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: West Days Required N/A MAJCOM: ATC  
 Size of Contract: \$ 581,000 COE involvement Yes ✓ No      
 Type of Work (project): Demolish and rebuild a building  
 Type of Work (Claim): Building a slump block wall

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>✓</u>                          | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>✓</u>             |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>✓</u>                          | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 8) gov't require work beyond contract requirements 12) specs & inspection contributed to poor workmanship 23) gov't first approved methods then rejected

PERTINENT  
FACTS

- |   |          |  |       |
|---|----------|--|-------|
| 1. Need for Change Order                  | _____    | 11. Lack of Coordination                                     | _____ |
| 2. Poor Criteria at the Start of Design   | _____    | Between the Contractor and Subcontractors                    | _____ |
| 3. Need for Addendum                      | _____    | 12. Change in the Contractor's Supervisor                    | _____ |
| 4. Poor Documentation by Inspector        | _____    | 13. CO Directs Change in the Method or Manner of Performance | _____ |
| 5. Inexperience of Inspectors             | _____    | 14. Problems with Government-Furnished Equipment             | _____ |
| 6. Absence of the Contractor's Supervisor | _____    | 15. Use of Improper Communication Channels by CO             | _____ |
| 7. Poor Documentation by Contractor       | _____    | 16. Air Force Personnel Performing Contractor Duties         | _____ |
| 8. Contractor's Prior Experience          | _____    |  |       |
| 9. Adversary Relationship                 | _____    |  |       |
| 10. Change in Inspectors                  | <u>J</u> |  |       |

Additional Pertinent Facts: the specs, inspection contributed to the problems poorly constructed wall.

Comments: specified a bad material  
inspectors did not say anything about the corners the ft. was cutting during construction

## CASE REVIEW FORM

Lin       
Bill   ✓  

ASBCA Case No. 22530 Date Case Heard May 22, 1980  
 Name of Contractor Mason + Dillion Company, Inc.  
 Base Arnold AFS, Tenn. Page No. 71,471 Vol. No. 80-2  
 Paragraph No. 14,499

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 14,305.94  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded      (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country:      Days Required      MAJCOM: AFSC  
 Size of Contract: \$ 1,313,000 COE involvement Yes      No ✓  
 Type of Work (project): modification of steam distr. system  
 Type of Work (Claim): Excavation

CLAIM  
CATEGORIES

- |   |             |  |             |
|---|-------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>✓</u>    | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u> |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>    </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>    </u> | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u> | (continued)                                |             |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |         |
|--|-------|--|---------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ ✓ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____   |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____   |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____   |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____   |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____   |
| 7. Poor Documentation by<br>Contractor       | _____ |  |         |
| 8. Contractor's Prior<br>Experience          | _____ |  |         |
| 9. Adversary Relationship                    | _____ |  |         |
| 10. Change in Inspectors                     | _____ |  |         |

Additional Pertinent Facts: \_\_\_\_\_

Comments: Ktr claimed that govt. should have  
separated all K work into subcontractor  
categories.



## CASE REVIEW FORM

Lin \_\_\_\_\_  
Bill ✓

ASCA Case No. 22530 Date Case Heard May 22, 1980  
 Name of Contractor Mason + Dulion Company, Inc.  
 Base Arnold AFS, Tenn. Page No. 71, 771 Vol. No. 80-2  
 Paragraph No. 14, 499

CASE  
INFO

Entitlement ✓ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ (see claim 1)  
 Who won? Govt. ✓ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded \_\_\_\_\_ (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil ✓ Struc \_\_\_\_\_  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: AFSC  
 Size of Contract: \$ 1, 313, 000 COE involvement Yes \_\_\_\_\_ No ✓  
 Type of Work (project): modific. of steam distr. system  
 Type of Work (Claim): pipe placement

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. _____                         | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                      | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. <u>✓</u>                   | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____            | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____      | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____          | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                        | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____        | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____            | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____ | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                        | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                  | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Ktr failed to read  
contract as a whole

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASBCA Case No. 22530 Date Case Heard May 22, 1980  
 Name of Contractor Mason + Dunion Company, Inc.  
 Base Arnold AFS, Tenn. Page No. 71,471 Vol. No. 80-2  
 Paragraph No. 14,499

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ (see claim)  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded \_\_\_\_\_ (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil ☒ Struc \_\_\_\_\_  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: AFSC  
 Size of Contract: \$ 1,313,000 COE involvement Yes \_\_\_\_\_ No \_\_\_\_\_  
 Type of Work (project): mod. of steam distr. system  
 Type of Work (Claim): backfill mat'l

CLAIM  
CATEGORIES

- |  |  |
|--|--|
| 1. Ambiguous Specs. _____  | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                                     | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                                     | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                           | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____                     | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                         | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions <input checked="" type="checkbox"/> | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                                       | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____                       | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                           | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____                | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                                       | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                                 | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: No Pert. Facts

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 23794 Date Case Heard 9 MAR 83  
 Name of Contractor EDGEWORTH Construction Co  
 Base 505TH AFB, TX Page No. 71344 Vol. No. 802  
 Paragraph No. 144128

ASE  
NFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 7,232.06  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

OBJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: Midwest Days Required N/A MAJCOM: MAC  
 Size of Contract: \$ 119,797.50 COE involvement Yes     No ✓  
 Type of Work (project): alter and repair a building  
 Type of Work (Claim): Bed schedule didn't directly match specs & drawings

CLAIM  
CATEGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>✓</u>   | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u> | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>   </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> |  |            |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 1) Ktr ignored work described in specs that didn't appear in the bid schedule

PERTINENT  
FACTS

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: Ktr failed to read document as a whole  
Ktr failed to clarify patent ambiguity Ktr underestimated work

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 24511 Date Case Heard August 14, '80  
 Name of Contractor G + M Mechanical Contractors  
 Base Kelly, Texas Page No. 72,693 Vol. No. 80-2  
 Paragraph No. 14,734

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ N.G.  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

OBJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required      MAJCOM: AFLC  
 Size of Contract: \$ N.G. COE involvement Yes ✓ No       
 Type of Work (project): installation of chilled water lines  
 Type of Work (Claim): concrete columns

CLAIM  
CATEGORIES

- |   |             |  |                        |
|---|-------------|--|------------------------|
| 1. Ambiguous Specs.                         | <u>    </u> | 14. Improper Liquidated Damages            | <u>    </u>            |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u>            |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u>            |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u><del>    </del></u> |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u>            |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u>            |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u>            |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>    </u>            |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u>            |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>✓</u>               |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u>            |
| 12. Poor Workmanship                        | <u>✓</u>    | 25. Improper T for C                       | <u>    </u>            |
| 13. Overzealous inspection                  | <u>    </u> |  |                        |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Incorrect Sampling Procedures

Comments: \_\_\_\_\_



## CASE REVIEW FORM

Lin ☒  
Bill ☐

ASBCA Case No. 2183 (WITH) Date Case Heard 25 June 80  
 Name of Contractor Beth Construction Co. Inc.  
 Base Muelle Barracks AB, SC Page No. 7225 Vol. No. 802  
 Paragraph No. 14868

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$211,138.00 <sup>Both</sup>  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ 11A  
 Time Extension requested 11A (days) Awarded 11A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: SE Days Required 60 MAJCOM: TAC  
 Size of Contract: \$ 49,914 COE involvement: Yes ☐ No ☒  
 Type of Work (project): Replace siding on hangars  
 Type of Work (Claim): Problems with supply of steel suitable for panels

CLAIM  
CATEGORIES

- |   |       |  |       |
|---|-------|--|-------|
| 1. Ambiguous Specs.                         | _____ | 14. Improper Liquidated Damages            | _____ |
| 2. Omissions in Specs.                      | _____ | 15. Inspector-caused Delay                 | _____ |
| 3. Conflicts in Specs.                      | _____ | 16. Inspector Acting Outside His Authority | _____ |
| 4. Differences in Interpretation            | _____ | 17. Inspector Improperly Rejecting Work    | _____ |
| 5. Impossibility of the work described      | _____ | 18. Inspector Improperly Directing Work    | _____ |
| 6. Inaccurate tech. data in specs.          | _____ | 19. Inspector Improperly Stopping Work     | _____ |
| 7. Differing Site Conditions                | _____ | 20. Fraud, Latent Defects, or Gross Errors | _____ |
| 8. Changes in Specs.                        | _____ | 21. CO Acting Improperly                   | _____ |
| 9. Challenges in the "Or Equal" area        | _____ | 22. CO Directing Addt'l Work               | _____ |
| 10. Owner had superior knowledge            | _____ | 23. CO Improperly Rejecting Work           | _____ |
| 11. Failure to give access to the work site | _____ | 24. Improper T for D                       | _____ |
| 12. Poor Workmanship                        | _____ | 25. Improper T for C                       | _____ |
| 13. Overzealous inspection                  | _____ | (continued)                                |       |

Claim Categories(contd.)

Additional Claim Categories: Delay due to supplies

Comments: It is asserted CO coerced Kt into accelerating performance

PERTINENT  
FACTS

- |   |   |  |   |
|---|---|--|---|
| 1. Need for Change Order                  | — | 11. Lack of Coordination Between the Contractor and Subcontractors | — |
| 2. Poor Criteria at the Start of Design   | — | 12. Change in the Contractor's Supervisor                          | — |
| 3. Need for Addendum                      | — | 13. CO Directs Change in the Method or Manner of Performance       | — |
| 4. Poor Documentation by Inspector        | — | 14. Problems with Government-Furnished Equipment                   | — |
| 5. Inexperience of Inspectors             | — | 15. Use of Improper Communication Channels by CO                   | — |
| 6. Absence of the Contractor's Supervisor | — | 16. Air Force Personnel Performing Contractor Duties               | — |
| 7. Poor Documentation by Contractor       | — |  |   |
| 8. Contractor's Prior Experience          | — |  |   |
| 9. Adversary Relationship                 | — |  |   |
| 10. Change in Inspectors                  | — |  |   |

Additional Pertinent Facts: Kt failed to obtain a binding commitment from suppliers prior to bidding

Comments: Kt is responsible for sub p'ts - ~~sub p'ts~~ are suppliers are sub p'ts

Kt delayed in submitting material submittal  
Kt claims it was impossible to get delivery within the contract period but he should have brought this up before bidding.

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 2458 (WITH 2457) Date Case Heard 25 June 80  
 Name of Contractor T.H. Constellation Co., Inc.  
 Base Wright-Patterson AFB, SC Page No. 71235 Vol. No. 80-2  
 Paragraph No. 14568

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 21,168.00  
 Who won? Govt. ✓ Ktr     Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country:     Days Required 120 MAJCOM:      
 Size of Contract: \$ 49,941.00 COE involvement: Yes     No ✓  
 Type of Work (project): Replace siding on hangars  
 Type of Work (Claim): CO coerced ktr to finish quickly (accelerate)

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>✓</u>                     |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 21) CO threatened to T for D unless gov't got consideration for late ktr finish and ktr accelerate performance

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           | _____ | Performing Contractor    | _____ |
|                           | _____ | Duties                   | _____ |

Additional Pertinent Facts: \_\_\_\_\_

Comments: CO merely exercising his contractual rights

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 21557 (WITH 64558) Date Case Heard 25 June 80  
 Name of Contractor FORN CONSTRUCTION CO, INC  
 Base Myrtle Beach AFB, SC Page No. 71335 Vol. No. 802  
 Paragraph No. 1452

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 111K?  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested 11 1/4 (days) Awarded 11 1/4 (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech ✓ Civil     Struc ✓  
 Area of the Country: SE Days Required 90 MAJCOM: TAC  
 Size of Contract: \$ 54,440 COE involvement Yes     No ✓  
 Type of Work (project): Construct/Paint Wall; Insulate Bldg; Inst Htg, doors  
 Type of Work (Claim): Supply problems with overhead doors, heating syst

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: Excusable delay due to supplies problems

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: He was delinquent in filing for material submittals He failed to get a binding commitment from supplier

Comments: No Liquidated Damages clause existed in contract

## CASE REVIEW FORM

Lin ☒Bill ☐

ASBCA Case No. 24537 (10TH 9453) Date Case Heard 25 JUNE 80  
 Name of Contractor B+N CONSTRUCTION CO INC.  
 Base MILITARY BACH AFOS Page No. 41835 Vol. No. 30-2  
 Paragraph No. 14568

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ UNK  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ UNK  
 Time Extension requested N/A (days) Awarded 0 (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☒ Civil ☐ Struc ☒  
 Area of the Country: SE Days Required 90 MAJCOM: TRC  
 Size of Contract: \$ 54440 COE involvement: Yes ☐ No ☒  
 Type of Work (project): Construct/Paint wall; insulation; install htg, doors  
 Type of Work (Claim): supply problems with overhead doors, heating syst

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <input type="checkbox"/>                         | 14. Improper Liquidated Damages <input type="checkbox"/>            |
| 2. Omissions in Specs. <input type="checkbox"/>                      | 15. Inspector-caused Delay <input type="checkbox"/>                 |
| 3. Conflicts in Specs. <input type="checkbox"/>                      | 16. Inspector Acting Outside His Authority <input type="checkbox"/> |
| 4. Differences in Interpretation <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work <input type="checkbox"/>    |
| 5. Impossibility of the work described <input type="checkbox"/>      | 18. Inspector Improperly Directing Work <input type="checkbox"/>    |
| 6. Inaccurate tech. data in specs. <input type="checkbox"/>          | 19. Inspector Improperly Stopping Work <input type="checkbox"/>     |
| 7. Differing Site Conditions <input type="checkbox"/>                | 20. Fraud, Latent Defects, or Gross Errors <input type="checkbox"/> |
| 8. Changes in Specs. <input type="checkbox"/>                        | 21. CO Acting Improperly <input type="checkbox"/>                   |
| 9. Challenges in the "Or Equal" area <input type="checkbox"/>        | 22. CO Directing Addt'l Work <input type="checkbox"/>               |
| 10. Owner had superior knowledge <input type="checkbox"/>            | 23. CO Improperly Rejecting Work <input type="checkbox"/>           |
| 11. Failure to give access to the work site <input type="checkbox"/> | 24. Improper T for D <input type="checkbox"/>                       |
| 12. Poor Workmanship <input type="checkbox"/>                        | 25. Improper T for C <input type="checkbox"/>                       |
| 13. Overzealous inspection <input type="checkbox"/>                  |   |

(continued)

Claim Categories(contd.)

Additional Claim Categories: See Claim Cets on 24558

Comments: See Comments on 24558

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_



## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 22408 Date Case Heard 29 Feb 80  
 Name of Contractor Buckeye Electric Co  
 Base WPAFB OH Page No. 70680 Vol. No. 80-1  
 Paragraph No. 14336

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 3221.37  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ✓ Mech     Civil     Struc      
 Area of the Country: Midwest Days Required N/A MAJCOM: DEL  
 Size of Contract: \$ unk COE involvement Yes     No ✓  
 Type of Work (project): provide wall mounted bed light fixtures in hospital  
 Type of Work (Claim): Install lights

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>✓</u>                           | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: I did not sufficiently indicate the amount of work involved in the addendum

PERTINENT  
FACTS

- |   |          |  |       |
|---|----------|--|-------|
| 1. Need for Change Order                  | _____    | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____    | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | <u>J</u> | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____    | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____    | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____    | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____    |  |       |
| 8. Contractor's Prior Experience          | _____    |  |       |
| 9. Adversary Relationship                 | _____    |  |       |
| 10. Change in Inspectors                  | _____    |  |       |

Additional Pertinent Facts: Ktr failed to adequately visit the site. There was a patent ambiguity which required Ktr to seek clarification

Comments: Ktr failed to clarify patent ambiguity

## CASE REVIEW FORM

Lin     Bill   ✓  

ASBCA Case No. 23120 Date Case Heard Dec. 10, 1979  
 Name of Contractor Klapp Roofing Co., Inc.  
 Base England, La. Page No. 69,934 Vol. No. 80-1  
 Paragraph No. 14,209

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ Not given  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required 120 MAJCOM: TAC  
 Size of Contract: \$ 129,410 COE involvement Yes      No ✓  
 Type of Work (project): reroofing dorms  
 Type of Work (Claim): supply problems

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Delays

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Contractor delayed  
in taking necessary actions

Comments: Delay due to rising costs +  
supplier discontinued production of insulation.  
Ktr waived right to protest by  
previous actions.

## CASE REVIEW FORM

Lin 4  
Bill     

ASBCA Case No. 231643 Date Case Heard 23 APR 80  
 Name of Contractor TRIANGLE PAINTING CO  
 Base SEVINGDON JOHNSON AFB TX Page No. 71157 Vol. No. 8A-1  
 Paragraph No. 14434

CASE  
INFO

Entitlement Y Both E&Q      Dollar Amt. of Claim \$ 27175  
 Who won? Govt.      Ktr Y Amount of award \$ WIA  
 Time Extension requested WIA (days) Awarded WIA (days)

OBJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc Y  
 Area of the Country: SE Days Required WIA MAJCOM: TAC  
 Size of Contract: \$ WIA COE involvement Yes      No Y  
 Type of Work (project): MAINTENANCE OF 3 SWIMMING POOLS  
 Type of Work (Claim): PAINTING OF SWIMMING POOLS

CLAIM  
CATEGORIES

- |   |             |  |             |
|---|-------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>    </u> | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u> |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>Y</u>    | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>    </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>Y</u>    | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u> |  |             |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 5) if work done as specified in specs it would have failed  
12) Gov't believed it applied paint improperly - too thick

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           | _____ | Performing Contractor    | _____ |
|                           | _____ | Duties                   | _____ |

Additional Pertinent Facts: Warranty Work  
Problem with approval of submittal Poor workmanship

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TINENT  
 ACTS

## CASE REVIEW FORM

Lin \_\_\_\_\_  
Bill ☒

ASBCA Case No. 23836 Date Case Heard April 30, 1980  
 Name of Contractor Diane Associates, Inc.  
 Base Travis, CA Page No. 71,235 Vol. No. 80-1  
 Paragraph No. 14,453

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ 7992.62  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil ☒ Struc \_\_\_\_\_  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: MAC  
 Size of Contract: \$ 193,900 COE involvement: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Type of Work (project): repair sprinkler system  
 Type of Work (Claim): excavation/placem. of PCV piping

CLAIM  
CATEGORIES

- |   |       |  |       |
|---|-------|--|-------|
| 1. Ambiguous Specs.                         | _____ | 14. Improper Liquidated Damages.           | _____ |
| 2. Omissions in Specs.                      | _____ | 15. Inspector-caused Delay                 | _____ |
| 3. Conflicts in Specs.                      | _____ | 16. Inspector Acting Outside His Authority | _____ |
| 4. Differences in Interpretation            | _____ | 17. Inspector Improperly Rejecting Work    | _____ |
| 5. Impossibility of the work described      | _____ | 18. Inspector Improperly Directing Work    | _____ |
| 6. Inaccurate tech. data in specs.          | _____ | 19. Inspector Improperly Stopping Work     | _____ |
| 7. Differing Site Conditions                | _____ | 20. Fraud, Latent Defects, or Gross Errors | _____ |
| 8. Changes in Spec.                         | _____ | 21. CO Acting Improperly                   | _____ |
| 9. Challenges in the "Or Equal" area        | _____ | 22. CO Directing Addt'l Work               | _____ |
| 10. Owner had superior knowledge            | _____ | 23. CO Improperly Rejecting Work           | _____ |
| 11. Failure to give access to the work site | _____ | 24. Improper T for D                       | _____ |
| 12. Poor Workmanship                        | _____ | 25. Improper T for C                       | _____ |
| 13. Overzealous inspection                  | _____ |  |       |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

*Delays*

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

*Delay due to bad weather*



## CASE REVIEW FORM

Lin ✓  
Bill     

ASBCA Case No. 24082 Date Case Heard 27 DEC 79  
 Name of Contractor BRASSER CONSTRUCTION CO  
 Base BANWORTH AFB Page No. 70351 Vol. No. 80-1  
 Paragraph No. 14287

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$366459  
 Who won? Govt. ✓ Ktr      Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country: Midwest Days Required 240 MAJCOM: ATC  
 Size of Contract: \$ 296,250 COE involvement Yes      No ✓  
 Type of Work (project): Extension of a Fuel Hangar Dock  
 Type of Work (Claim): Delivering and parking aircraft for use at fuel line  
curb.

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>✓</u>                         | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>✓</u>                   | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 3) Govt asserts a patent conflict in specs occurred  
7) conditions in field differed from specs according to the letter

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | ✓     | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: Not inadequate site investigation

Not failed to clarify patent ambiguity A/E firm

Comments: Site investigation would have made conflict patent  
for which Kt should have sought clarification

## CASE REVIEW FORM

Lin 1  
Bill     

ASBCA Case No. 24082 Date Case Heard 27 DEC 79  
 Name of Contractor Prassel Construction Co  
 Base Randolph AFB, Tex Page No. 70351 Vol. No. 80-1  
 Paragraph No. 14287

CASE  
INFO

Entitlement 1 Both E&Q      Dollar Amt. of Claim \$31664.59  
 Who won? Govt. 1 Ktr      Amount of award \$ 01A  
 Time Extension requested 01A (days) Awarded 01A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil 1 Struc       
 Area of the Country: Midwest Days Required 240 MAJCOM: ATC  
 Size of Contract: \$296,280 COE involvement: Yes      No 1  
 Type of Work (project): Consolidation of Fuel System Maintenance Deck  
 Type of Work (Claim): Inspection of Fuel System

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>1</u>                            | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 1) waste line shown on some drawings, not on others  
so let's thought go it was to build line

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           | _____ | Performing Contractor    | _____ |
|                           | _____ | Duties                   | _____ |

Additional Pertinent Facts: He failed to clarify patent ambiguity  
He failed to read documents as a whole A/E firm

Comments: \_\_\_\_\_

ASBCA Case No. 24201 Date Case Heard March 6, 1980  
 Name of Contractor F.P. Lathrop Construction Company  
 Base Travis, CA Page No. 70,697 Vol. No. 80-1  
 Paragraph No. 14,339

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ 24,399.37  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded \_\_\_\_\_ (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: MAC  
 Size of Contract: \$ 6,967,000 COE involvement: Yes ☒ No ☐  
 Type of Work (project): construction of bldg  
 Type of Work (Claim): installation of metal flashing

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. _____                         | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                      | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                      | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____            | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____      | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____          | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                        | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____        | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____            | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____ | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                        | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                  | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories: Error in Design

Comments: Ktr felt it was impossible to conform w/ specs.

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           | _____ | Performing Contractor    | _____ |
|                           | _____ | Duties                   | _____ |

Additional Pertinent Facts: Ktr failed to read  
K documents as a whole

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 21314 Date Case Heard 28 Sept 79  
 Name of Contractor Hawthorn Construction Co.  
 Base McGuire AFB, IL Page No.     Vol. No. 79-2  
 Paragraph No. 14795

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 7,535  
 Who won? Govt.     Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil ✓ Struc      
 Area of the Country: NE Days Required N/A MAJCOM: MAC  
 Size of Contract: \$ 712,311 COE involvement Yes     No ✓  
 Type of Work (project): Construct new additions to air passenger terminal  
 Type of Work (Claim): Relocate electrical distribution equipr underground

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>✓</u>                  | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: ?) underground

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: Question of adequacy of ktr site  
investigation

Comments: \_\_\_\_\_



## CASE REVIEW FORM

Lin ☒Bill ☐

ASBCA Case No. 21314 Date Case Heard 28 Sep 79  
 Name of Contractor Hamilton Construction Co  
 Base McGuire AFB, NJ Page No.        Vol. No. 79-2  
 Paragraph No. 14095

ASE  
NFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ 112,334.50  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

OBJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: NE Days Required N/A MAJCOM: HAC  
 Size of Contract: \$ 712,311 COE involvement Yes ☐ No ☒  
 Type of Work (project): Construct 2 new additions to air passenger terminal  
 Type of Work (Claim): CMU wall, brick veneer, footings for CMU wall

CLAIM  
CATEGORIES

- |   |                                     |  |                          |
|---|-------------------------------------|--|--------------------------|
| 1. Ambiguous Specs.                         | <input checked="" type="checkbox"/> | 14. Improper Liquidated Damages            | <input type="checkbox"/> |
| 2. Omissions in Specs.                      | <input type="checkbox"/>            | 15. Inspector-caused Delay                 | <input type="checkbox"/> |
| 3. Conflicts in Specs.                      | <input type="checkbox"/>            | 16. Inspector Acting Outside His Authority | <input type="checkbox"/> |
| 4. Differences in Interpretation            | <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/> |
| 5. Impossibility of the work described      | <input type="checkbox"/>            | 18. Inspector Improperly Directing Work    | <input type="checkbox"/> |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/>            | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/> |
| 7. Differing Site Conditions                | <input type="checkbox"/>            | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/> |
| 8. Changes in Specs.                        | <input type="checkbox"/>            | 21. CO Acting Improperly                   | <input type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/>            | 22. CO Directing Addt'l Work               | <input type="checkbox"/> |
| 10. Owner had superior knowledge            | <input type="checkbox"/>            | 23. CO Improperly Rejecting Work           | <input type="checkbox"/> |
| 11. Failure to give access to the work site | <input type="checkbox"/>            | 24. Improper T for D                       | <input type="checkbox"/> |
| 12. Poor Workmanship                        | <input type="checkbox"/>            | 25. Improper T for C                       | <input type="checkbox"/> |
| 13. Overzealous inspection                  | <input type="checkbox"/>            |  |                          |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *1) sentence could have had more than one meaning; width of footing, placement of wall was unsure*

PERTINENT  
FACTS

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: *Problems with additive Normal Trade practice*

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 21314 Date Case Heard 28 Sep 79  
 Name of Contractor Hamilton Construction Co  
 Base McGuire AFB, NJ Page No.     Vol. No. 79-2  
 Paragraph No. 14095

ASE  
NFO

Entitlement     Both E&Q ✓ Dollar Amt. of Claim \$ 13,055.18  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

OBJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: NE Days Required N/A MAJCOM: MAC  
 Size of Contract: \$ 712,311 COE involvement: Yes     No      
 Type of Work (project): Construct 2 new additions to an passenger terminal  
 Type of Work (Claim): Install hot water lines and related insulation

CLAIM  
CATEGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>✓</u>   | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u> | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>   </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> |  |            |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 1) didn't show pipes as insulated but stated all above ground lines will be insulated and hot water lines were listed on list of lines not to be insulated

PERTINENT  
FACTS

- |   |       |  |         |
|---|-------|--|---------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ ✓ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____   |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____   |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____   |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____   |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____   |
| 7. Poor Documentation by Contractor       | _____ |  |         |
| 8. Contractor's Prior Experience          | _____ |  |         |
| 9. Adversary Relationship                 | _____ |  |         |
| 10. Change in Inspectors                  | _____ |  |         |

Additional Pertinent Facts: He failed to read contract as a whole  
Normal trade practice considered

Comments: 1) with respect to contractor submitting bids

It is normal trade practice to insulate above ground hot water lines

## CASE REVIEW FORM

Lin \_\_\_\_\_  
Bill \_\_\_\_\_CASE  
INFO

ASBCA Case No. 21314 Date Case Heard 28 Sep 79  
 Name of Contractor Hamilton Construction Co  
 Base McGuire AFB NJ Page No. \_\_\_\_\_ Vol. No. 79-2  
 Paragraph No. 14095

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ 12,571.17  
 Who won? Govt. \_\_\_\_\_ Ktr ☒ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil \_\_\_\_\_ Struc ☒  
 Area of the Country: NE Days Required N/A MAJCOM: MAC-  
 Size of Contract: \$ 712,311 COE involvement Yes \_\_\_\_\_ No \_\_\_\_\_  
 Type of Work (project): Construct 2 new additions to air passenger terminal  
 Type of Work (Claim): Painting a gypsum wallboard.

CLAIM  
CATEGORIES

- |  |  |
|--|--|
| 1. Ambiguous Specs. _____                                | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                             | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                             | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                   | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____             | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                 | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                       | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. <input checked="" type="checkbox"/> | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____               | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                   | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____        | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                               | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                         | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 8) CO requiring work beyond contract requirements - paint rooms not in specs or included in previous change orders

PERTINENT  
FACTS

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | ✓     | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: 1) issued a change order then later required pts to paint even more rooms not in specs or change order

Comments: Unilateral change order

spec

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 21314 Date Case Heard 28 Sep 79  
 Name of Contractor Hamilton Construction Co  
 Base McGuire AFB, NJ Page No.     Vol. No. 79-2  
 Paragraph No. 14095

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ UNK  
 Who won? Govt. ✓ Ktr     Amount of award \$ 11A  
 Time Extension requested UNK (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ✓ Mech ✓ Civil ✓ Struc ✓  
 Area of the Country: NE Days Required N/A MAJCOM: MAC  
 Size of Contract: \$ 712,311 COE involvement: Yes     No ✓  
 Type of Work (project): Construct 2 new additions to air passenger terminal  
 Type of Work (Claim): Many types: Find u/g line, revise manholes, ect

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>✓</u>                          | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 9) Ktr did not receive sufficient time or money for differing site conditions, changes, and delays

PERTINENT  
FACTS

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | ✓     | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | ✓     |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: Government arrived at figures for additional money via an auditor  
Ktr initially agreed to terms of change order, then later tried to back out.



ASBCA Case No. 22193 Date Case Heard June 21, 1979  
 Name of Contractor C+H Construction Co.  
 Base Sheppard, TX Page No. 68,458 Vol. No. 79-2  
 Paragraph No. 13,950

CASE  
INFO

Entitlement Both E&Q ✓ Dollar Amt. of Claim \$ 13,475  
 Who won? Govt. Ktr ✓ Amount of award \$ 5,623.45  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech ✓ Civil      Struc       
 Area of the Country:      Days Required 30 MAJCOM: ATC  
 Size of Contract: \$ 34,000 COE involvement: Yes      No ✓  
 Type of Work (project): repair hospital air cond. system  
 Type of Work (Claim): obtaining pans for air handlers

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>✓</u>                   | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  | (continued)  |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |         |  |       |
|--|---------|--|-------|
| 1. Need for Change Order                     | _____   | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____   | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____   | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____   | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____   | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____   | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | ✓ _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____   |  |       |
| 9. Adversary Relationship                    | _____   |  |       |
| 10. Change in Inspectors                     | _____   |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: Govt. gave bad information on parts  
reqmts. and measurements /also machinery  
was in worse condition than was previously assumed.  
Ktr asked to be reimbursed for  
expenses in visiting suppliers and other  
preperformance work.

ASBCA Case No. 221615 Date Case Heard 10/11/79  
 Name of Contractor Wahl Enterprises  
 Base McChord AFB, WA Page No. 168308 Vol. No. 79-2  
 Paragraph No. 13917

CASE  
INFO

Entitlement 1 Both E&Q      Dollar Amt. of Claim \$ 1890  
 Who won? Govt.      Ktr 1 Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc 1  
 Area of the Country: West Days Required N/A MAJCOM: MAC  
 Size of Contract: \$ 16650 COE involvement: Yes      No 1  
 Type of Work (project): Removal of door frames, install new frames  
 Type of Work (Claim): install doors w frames

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>1</u>                   | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  | (continued)  |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *intermine*  
*7) due to frame around doors, couldn't ~~stat~~ how wide*  
*door jam really was.*

PERTINENT  
 FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 22899 Date Case Heard May 31, 1979  
 Name of Contractor Titan Mountain States Construction  
 Base F.E. Warren, Wyo. Page No. 68,299 Vol. No. 79-2  
 Paragraph No. 13,914

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 22071  
 Who won? Govt.      Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded      (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required      MAJCOM: SAC  
 Size of Contract: \$ 7,199,930 COE involvement Yes ✓ No       
 Type of Work (project): construct medical facility  
 Type of Work (Claim): obtaining hard insulation

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>✓</u>                      |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories:

Misunderstanding of  
Submittal

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts:

Problems w/ submittals

Comments:

Specs. allowed for either factory  
finish or field finish. Approval was allowed  
only w/ assumption that field finish would  
be applied.

Govt. approved use of substitute,  
ctr assumed that meant "approved w/o  
finishing."

ASBCA Case No. 23371 Date Case Heard 30 Jul 79  
 Name of Contractor PARAGON MECHANICAL INC  
 Base SCOTT AFB ILL Page No. 1085102 Vol. No. 79-2  
 Paragraph No. 139103

ASE  
INFO

Entitlement N Both E&Q     Dollar Amt. of Claim \$ 212103.41  
 Who won? Govt. N Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

JECT  
ATURES

Design Discipline: Electr     Mech N Civil     Struc      
 Area of the Country: Midwest Days Required N/A MAJCOM: MAC  
 Size of Contract: \$ 1,484,104.2 COE involvement Yes     No ✓  
 Type of Work (project): Improve steam heat mains  
 Type of Work (Claim): Heating Syst

AIM  
EGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>✓</u>   | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u> | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>   </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> |  |            |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *1) difficult to determine if a certain item of work was part of base bid or additive*

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: *Problem involved additive*  
*It failed to read contract as a whole*

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CASE REVIEW FORM

Lin     Bill   ✓  

ASBCA Case No. 23587 Date Case Heard July 5, 1979  
 Name of Contractor Jaybil Industries, Inc.  
 Base Loring, Maine Page No. 68,567 Vol. No. 79-2  
 Paragraph No. 13,969

SE  
FO

Entitlement      Both E&Q   ✓   Dollar Amt. of Claim \$ 4,300  
 Who won? Govt.   ✓   Ktr      Amount of award \$ 1900  
 Time Extension requested N/A (days) Awarded N/A (days)

JECT  
TURES

Design Discipline: Electr      Mech      Civil      Struc   ✓    
 Area of the Country:      Days Required 45 MAJCOM: SAC  
 Size of Contract: \$ 66,120.25 COE involvement Yes      No   ✓    
 Type of Work (project): replace dormitory windows  
 Type of Work (Claim): problems obtaining windows.

AIM  
EGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Delays

Comments: \_\_\_\_\_

PINENT  
ACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Ktr delay in taking  
necessary actions.

Comments: Ktr did not order mat'ls til  
Notice To Proceed Date.

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 23623 Date Case Heard 10/11/79  
 Name of Contractor Set Construction Co. Inc. & Donald Williams  
 Base Albany AFB OHIO Page No. 108529 Vol. No. 79.2  
 Paragraph No. 139102

CASE  
INFO

Entitlement ✓ Both E&Q ✓ Dollar Amt. of Claim \$2505.08  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: MJWS Days Required N/A MAJCOM: MAC  
 Size of Contract: \$825,8710 COE involvement Yes ✓ No      
 Type of Work (project): Construct Base Flight Ops Bldg  
 Type of Work (Claim): Acrylic sheets used for plotting boards

CLAIM  
CATEGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>✓</u>   | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u> | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>   </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> | (continued)                                |            |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 1) *Performance type specs - material selection left upto*  
*221*

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | ✓     |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: *Material did not meet contract specs  
when contract was read as a whole*

Comments: *8) 4th stated he was not a plexi-glass expert and  
thus shouldn't be responsible for choosing wrong material*

## CASE REVIEW FORM

Lin     Bill   ✓  

ASBCA Case No. 23729 Date Case Heard July 24, 1979  
 Name of Contractor K+S Associates, Inc.  
 Base Scott, Ill. Page No. 68,761 Vol. No. 79-2  
 Paragraph No. 14,001

CASE  
INFO

Entitlement Both E&Q ✓ Dollar Amt. of Claim \$ 1,230.60  
 Who won? Govt. ✓ Ktr      Amount of award \$ 123.06  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required 90 MAJCOM: MAC  
 Size of Contract: \$ 19,919 COE involvement Yes      No ✓  
 Type of Work (project): Repair Fire Damage to MFH  
 Type of Work (Claim): Roof Trusses (delivery + submittal)

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  | (continued)  |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Delays

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: \_\_\_\_\_

Problems with submittals

Comments: Liquidated Damages reduced by 2 days  
because CO calculated wrong.  
Delay due to CO taking too long to  
approve or reject shop drawings.  
Delay due to snow + precipitation.

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 21110 Date Case Heard 3 MAY 79  
 Name of Contractor WALSHY CONSTRUCTION CO  
 Base ~~NEWB-1022~~ <sup>NEWB-1022</sup> Page No. 108103 Vol. No. 49-1  
 Paragraph No. 13878

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ N/A  
 Who won? Govt.     Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil ✓ Struc      
 Area of the Country: Nest Days Required 120 MAJCOM: YAC  
 Size of Contract: \$ 48,800 COE involvement Yes     No ✓  
 Type of Work (project): Resurfacing Tennis Courts  
 Type of Work (Claim): Resurfacing Tennis Courts

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>✓</u>                           | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *Ktr claimed improper T for D due to ambiguity and omissions in specs and gov't caused delays*

PERTINENT  
FACTS

- |   |         |  |       |
|---|---------|--|-------|
| 1. Need for Change Order                  | _____   | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____   | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____   | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____   | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____   | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____   | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____   |  |       |
| 8. Contractor's Prior Experience          | ✓ _____ |  |       |
| 9. Adversary Relationship                 | _____   |  |       |
| 10. Change in Inspectors                  | _____   |  |       |

Additional Pertinent Facts: *Ktr failed to thoroughly read specs; Problems with approval of Ktr initiated submittal; Liquidated Damages; T for D*

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## CASE REVIEW FORM

Lin         
Bill       

ASBCA Case No. 21485 Date Case Heard Nov. 27, 1978  
 Name of Contractor Delta Lines Construction  
 Base Plattsburg, NY Page No. 66,633 Vol. No. 79-1  
 Paragraph No. 13,599

CASE  
INFO

Entitlement ☒ Both E&Q        Dollar Amt. of Claim \$ 4308.20  
 Who won? Govt. ☒ Ktr        Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded        (days)

PROJECT  
FEATURES

Design Discipline: Electr ☒ Mech        Civil        Struc         
 Area of the Country:        Days Required        MAJCOM: SAC  
 Size of Contract: \$ 123,021 COE involvement: Yes        No ☒  
 Type of Work (project): repair Airfield Lighting system  
 Type of Work (Claim): PVC electrical duct

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>      </u>                         | 14. Improper Liquidated Damages <u>      </u>            |
| 2. Omissions in Specs. <u>      </u>                      | 15. Inspector-caused Delay <u>      </u>                 |
| 3. Conflicts in Specs. <u>      </u>                      | 16. Inspector Acting Outside His Authority <u>      </u> |
| 4. Differences in Interpretation <u>      </u>            | 17. Inspector Improperly Rejecting Work <u>      </u>    |
| 5. Impossibility of the work described <u>      </u>      | 18. Inspector Improperly Directing Work <u>      </u>    |
| 6. Inaccurate tech. data in specs. <u>      </u>          | 19. Inspector Improperly Stopping Work <u>      </u>     |
| 7. Differing Site Conditions <u>      </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>      </u> |
| 8. Changes in Specs. <u>      </u>                        | 21. CO Acting Improperly <u>      </u>                   |
| 9. Challenges in the "Or Equal" area <u>      </u>        | 22. CO Directing Addt'l Work <u>      </u>               |
| 10. Owner had superior knowledge <u>      </u>            | 23. CO Improperly Rejecting Work <u>✓</u>                |
| 11. Failure to give access to the work site <u>      </u> | 24. Improper T for D <u>      </u>                       |
| 12. Poor Workmanship <u>      </u>                        | 25. Improper T for C <u>      </u>                       |
| 13. Overzealous inspection <u>      </u>                  | (continued)  |

Claim Categories(contd.)

Additional Claim Categories: Error in Design

Comments: Additional Expense necessary to meet spec. reqmts.

PERTINENT  
FACTS

- |   |   |  |   |
|---|---|--|---|
| 1. Need for Change Order                  | — | 11. Lack of Coordination Between the Contractor and Subcontractors | — |
| 2. Poor Criteria at the Start of Design   | — | 12. Change in the Contractor's Supervisor                          | — |
| 3. Need for Addendum                      | — | 13. CO Directs Change in the Method or Manner of Performance       | — |
| 4. Poor Documentation by Inspector        | — | 14. Problems with Government-Furnished Equipment                   | — |
| 5. Inexperience of Inspectors             | — | 15. Use of Improper Communication Channels by CO                   | — |
| 6. Absence of the Contractor's Supervisor | — | 16. Air Force Personnel Performing Contractor Duties               | — |
| 7. Poor Documentation by Contractor       | — |  |   |
| 8. Contractor's Prior Experience          | — |  |   |
| 9. Adversary Relationship                 | — |  |   |
| 10. Change in Inspectors                  | — |  |   |

Additional Pertinent Facts: Probs. w/ submittals

Comments: Conduit originally planned for use did not meet specs.; thus Ktr had to pay more than he had planned to get suitable conduit Govt. agreed to accept one w/ less wall thickness than specs. reqmt. Ktr claimed that this meant govt. had waived right to better conduit (i.e., Govt. should accept original Ktr conduit)

ASBCA Case No. 21966 Date Case Heard 9 MAY 79  
 Name of Contractor Blinderman Construction Co.  
 Base GRASSMAN AFB Page No. 168067 Vol. No. 79-1  
 Paragraph No. 13875

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 1032  
 Who won? Govt.      Ktr ✓ Amount of award \$ 1032  
 Time Extension requested 1010 (days) Awarded 1010 (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country: Midwest Days Required 180 MAJCOM: SAC  
 Size of Contract: \$ 118,921 COE involvement Yes      No ✓  
 Type of Work (project): Construction of an Administrative Bldg  
 Type of Work (Claim): Construction of a sidewalk and landscape

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>✓</u>                            | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 1) specs didn't really specify exact placement of building but did specify gov't OIC of construction would direct placement

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Gov't failed to perform its duties and inform Btr of exact placement of bldg

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## CASE REVIEW FORM

Lin ✓  
Bill     

ASBCA Case No. 2191010 Date Case Heard 9 May 79  
 Name of Contractor Blenderman Construction Co  
 Base Grossom AFB NVA Page No. 108069 Vol. No. 79-1  
 Paragraph No. 13875

ASE  
NFO

Entitlement ✓ Both E&Q ✓ Dollar Amt. of Claim \$ 2840.30  
 Who won? Govt. ✓ Ktr      Amount of award \$ 4100.70  
 Time Extension requested 44 (days) Awarded 6 (days)

OBJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country: Midwest Days Required 180 MAJCOM: SAC  
 Size of Contract: \$ 118,921 COE involvement Yes      No ✓  
 Type of Work (project): Construction of administrative wing  
 Type of Work (Claim): Installation of doors

CLAIM  
CATEGORIES

- |   |             |  |             |
|---|-------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>    </u> | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u> |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>✓</u>    | 21. CO Acting Improperly                   | <u>    </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>    </u> | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u> |  |             |

(continued)

TINENT  
ACTS

Claim Categories(contd.)

Additional Claim Categories:

in a timely manner

\*Delayed

Ktr ~~by~~ by CO not acting

Comments: 8) Ktr asserts that difficulties in negotiating the terms of a unilateral change order

1. Need for Change Order ✓

2. Poor Criteria at the Start of Design —

3. Need for Addendum —

4. Poor Documentation by Inspector —

5. Inexperience of Inspectors —

6. Absence of the Contractor's Supervisor —

7. Poor Documentation by Contractor —

8. Contractor's Prior Experience —

9. Adversary Relationship —

10. Change in Inspectors —

11. Lack of Coordination Between the Contractor and Subcontractors —

12. Change in the Contractor's Supervisor —

13. CO Directs Change in the Method or Manner of Performance —

14. Problems with Government-Furnished Equipment —

15. Use of Improper Communication Channels by CO —

16. Air Force Personnel Performing Contractor Duties —

Additional Pertinent Facts: Ktr didn't respond in a timely fashion to request for proposed change order Beneficial occupancy Liquidated

Comments: Unilateral change order Damages

## CASE REVIEW FORM

Lin ✓  
Bill     

ASBCA Case No. 219666 Date Case Heard 9 May 79  
 Name of Contractor Blinderman Construction Co  
 Base Kresson AFB, Ind Page No. 38067 Vol. No. 79-1  
 Paragraph No. 13875

SE  
FO

Entitlement ✓ Both E&Q ✓ Dollar Amt. of Claim \$ 4489  
 Who won? Govt. ✓ Ktr      Amount of award \$ 618  
 Time Extension requested N/A (days) Awarded N/A (days)

JECT  
TURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country Midwest Days Required 180 MAJCOM: SAC  
 Size of Contract: \$ 118,921 COE involvement Yes      No ✓  
 Type of Work (project): Construction of administrative wing  
 Type of Work (Claim): Installation of painting

AIM  
EGORIES

- |   |          |  |       |
|---|----------|--|-------|
| 1. Ambiguous Specs.                         | _____    | 14. Improper Liquidated Damages            | _____ |
| 2. Omissions in Specs.                      | _____    | 15. Inspector-caused Delay                 | _____ |
| 3. Conflicts in Specs.                      | _____    | 16. Inspector Acting Outside His Authority | _____ |
| 4. Differences in Interpretation            | _____    | 17. Inspector Improperly Rejecting Work    | _____ |
| 5. Impossibility of the work described      | _____    | 18. Inspector Improperly Directing Work    | _____ |
| 6. Inaccurate tech. data in specs.          | _____    | 19. Inspector Improperly Stopping Work     | _____ |
| 7. Differing Site Conditions                | _____    | 20. Fraud, Latent Defects, or Gross Errors | _____ |
| 8. Changes in Specs.                        | <u>✓</u> | 21. CO Acting Improperly                   | _____ |
| 9. Challenges in the "Or Equal" area        | _____    | 22. CO Directing Addt'l Work               | _____ |
| 10. Owner had superior knowledge            | _____    | 23. CO Improperly Rejecting Work           | _____ |
| 11. Failure to give access to the work site | _____    | 24. Improper T for D                       | _____ |
| 12. Poor Workmanship                        | _____    | 25. Improper T for C                       | _____ |
| 13. Overzealous inspection                  | _____    | (continued)                                |       |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 8) a deductive change order was issued - Kt initially agreed to terms - then later disagreed

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Kt underestimated size of contract

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



ASBCA Case No. 22370 Date Case Heard Dec. 15, 1978  
 Name of Contractor Ram Construction, Inc.  
 Base Luke, AZ Page No. 66945 Vol. No. 79-1  
 Paragraph No. 13, 646

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 4600  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded      (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required      MAJCOM: TAC  
 Size of Contract: \$ 222,280 COE involvement Yes      No ✓  
 Type of Work (project): construct bldg  
 Type of Work (Claim): insulation (roof)

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Changes (need for  
constructive change)

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | ✓     |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | ✓     |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: Ktr intended to use type of  
insulation superior to that req'd by specs. and  
he wanted compensation.  
Ktr claims that subcontr. didn't  
mention that his bid was based on certain  
kind of insulation  
Ktr claims that Govt. promised  
add'l compensation

## CASE REVIEW FORM

Lin ✓  
Bill    CASE  
INFO

ASBCA Case No. 22648 Date Case Heard 8 Mar 79  
 Name of Contractor Brown Construction Co  
 Base Garrison AFB, MO Page No. 67364 Vol. No. 79-1  
 Paragraph No. 13745

Entitlement ✓ Both E&Q ✓ Dollar Amt. of Claim \$ 11,120  
 Who won? Govt.     Ktr ✓ Amount of award \$ 11,120  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: MIA Days Required N/A MAJCOM: SAC  
 Size of Contract: \$ 17,113 COE involvement: Yes     No ✓  
 Type of Work (project): Repair of Building  
 Type of Work (Claim): Repair of Building wall and ballroom over existing gipsium board.

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>✓</u>                          | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd..)

Additional Claim Categories: \_\_\_\_\_

Comments: 8) constructive change - acts of numerous gov't personnel - using agency, inspector, CO (approval of submittal, ect)

PERTINENT  
FACTS

- |  |          |  |       |
|--|----------|--|-------|
| 1. Need for Change Order                     | _____    | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____    | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____    | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____    | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____    | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____    | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____    |  |       |
| 8. Contractor's Prior<br>Experience          | <u>✓</u> |  |       |
| 9. Adversary Relationship                    | _____    |  |       |
| 10. Change in Inspectors                     | <u>✓</u> |  |       |

Additional Pertinent Facts: It's underestimated size of contract

Comments: \_\_\_\_\_

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ASBCA Case No. 22739 Date Case Heard May 11, 1979  
 Name of Contractor Delta Line Construction Company  
 Base Dover, Del. Page No. 68,058 Vol. No. 79-1  
 Paragraph No. 13,871

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 808.50  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded      (days)

PROJECT  
FEATURES

Design Discipline: Electr ✓ Mech      Civil      Struc       
 Area of the Country:      Days Required 180 MAJCOM: MAC  
 Size of Contract: \$ 99,832 COE involvement: Yes ✓  
 Type of Work (project): repair electr. distr. system  
 Type of Work (Claim): " " " "

CLAIM  
CATEGORIES

- |   |             |  |             |
|---|-------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>    </u> | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u> |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>    </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>    </u> | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u> |  |             |

(continued)

Claim Categories(contd.)

Additional Claim Categories:

Delays

Comments:

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts:

Ktr personnel probs.

Comments:

Delay due to personnel probs.  
+ harsh weather

ASBCA Case No. 22800 Date Case Heard 18 MAR 79  
 Name of Contractor Randall H. Sharpe  
 Base Grand Forks AFB ND Page No. 68040 Vol. No. 79-1  
 Paragraph No. 13869

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 101,000/50000  
 Who won? Govt.     Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: Midwest Days Required N/A MAJCOM: SAC  
 Size of Contract: \$ 94270 COE involvement Yes     No ✓  
 Type of Work (project): Exterior Maintenance Painting of AFH units  
 Type of Work (Claim): Painting

CLAIM  
CATEGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>   </u> | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u> | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>   </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>✓</u>   |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> |  |            |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: <sup>21)</sup> After a building had been accepted, ktr was required to rework it

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | ✓     | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | ✓     |  |       |
| 9. Adversary Relationship                    | ✓     |  |       |
| 10. Change in Inspectors                     | ✓     |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

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## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 22800 Date Case Heard 18 May 79  
 Name of Contractor BANDALL H. SHORPE  
 Base CAND FORD AFB MD Page No. 68040 Vol. No. 49-1  
 Paragraph No. 13869

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ See Pg 1  
 Who won? Govt.     Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: Midwest Days Required     MAJCOM: SAC  
 Size of Contract: \$ 95070 COE involvements Yes     No ✓  
 Type of Work (project): Exterior Maintenance Painting of MFH units  
 Type of Work (Claim): Painting

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: Required contractor perform work beyond contract requirements

Comments: Fix rising or lifting of old paint, paint doors a color other than specified in contract, prepare surface for painting by water blasting

PERTINENT  
FACTS

- |   |   |  |   |
|---|---|--|---|
| 1. Need for Change Order                  | — | 11. Lack of Coordination Between the Contractor and Subcontractors | — |
| 2. Poor Criteria at the Start of Design   | — | 12. Change in the Contractor's Supervisor                          | — |
| 3. Need for Addendum                      | — | 13. CO Directs Change in the Method or Manner of Performance       | — |
| 4. Poor Documentation by Inspector        | ✓ | 14. Problems with Government-Furnished Equipment                   | — |
| 5. Inexperience of Inspectors             | ✓ | 15. Use of Improper Communication Channels by CO                   | — |
| 6. Absence of the Contractor's Supervisor | — | 16. Air Force Personnel Performing Contractor Duties               | — |
| 7. Poor Documentation by Contractor       | — |  |   |
| 8. Contractor's Prior Experience          | — |  |   |
| 9. Adversary Relationship                 | ✓ |  |   |
| 10. Change in Inspectors                  | — |  |   |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

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ASBCA Case No. 002800 Date Case Heard 18 May 79  
 Name of Contractor Randall H. Sharpe  
 Base Grand Forks AFB, ND Page No. 68040 Vol. No. 79-1  
 Paragraph No. 13869

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ See Pg 1  
 Who wor? Govt.     Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: Midwest Days Required N/A MAJCOM: SAC  
 Size of Contract: \$ 94270 COE involvement: Yes     No ✓  
 Type of Work (project): Exterior Maintenance Painting on MFH units  
 Type of Work (Claim): Painting

CLAIM  
CATEGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>   </u> | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u> | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>✓</u>   | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> |  |            |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 7) Government enclosed a porch due to change of seasons which made it more difficult for ktr to access work site

PERTINENT  
FACTS

- |  |          |  |       |
|--|----------|--|-------|
| 1. Need for Change Order                     | _____    | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____    | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____    | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____    | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____    | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____    | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____    |  |       |
| 8. Contractor's Prior<br>Experience          | _____    |  |       |
| 9. Adversary Relationship                    | <u>✓</u> |  |       |
| 10. Change in Inspectors                     | _____    |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

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ASBCA Case No. 22800 Date Case Heard 18 May 79  
 Name of Contractor BANDAU H. Charol  
 Base Grand Fork AFB ND Page No. 68040 Vol. No. 79-1  
 Paragraph No. 13869

ASE  
NFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ see pg 1  
 Who won? Govt. ✓ Ktr     Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

OBJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: Midwest Days Required     MAJCOM: SAC  
 Size of Contract: \$ 94240 COE involvement Yes     No ✓  
 Type of Work (project): Exterior maintenance painting of MFH units  
 Type of Work (Claim): Painting

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>✓</u>                    | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *13) conflicting remarks from inspector as project engineer, one building would be accepted one day and a similar building rejected next day*

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | ✓     |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | ✓     | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | ✓     |  |       |
| 10. Change in Inspectors                  | ✓     |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

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PERTINENT  
FACTS

## CASE REVIEW FORM

Lin ☒  
Bill ☐

ASBCA Case No. 00800 Date Case Heard 18 May 79  
 Name of Contractor Bondall H. Yabbe  
 Base 62nd Exers AFB, MD Page No. 68040 Vol. No. 49-1  
 Paragraph No. 13269

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ Sec Rq 1  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: Midwest Days Required N/A MAJCOM: SAC  
 Size of Contract: \$ 94270 COE involvement: Yes ☐ No ☒  
 Type of Work (project): Exterior maintenance painting of MFH units  
 Type of Work (Claim): Painting

CLAIM  
CATEGORIES

- |   |                          |  |                                     |
|---|--------------------------|--|-------------------------------------|
| 1. Ambiguous Specs.                         | <input type="checkbox"/> | 14. Improper Liquidated Damages            | <input type="checkbox"/>            |
| 2. Omissions in Specs.                      | <input type="checkbox"/> | 15. Inspector-caused Delay                 | <input type="checkbox"/>            |
| 3. Conflicts in Specs.                      | <input type="checkbox"/> | 16. Inspector Acting Outside His Authority | <input type="checkbox"/>            |
| 4. Differences in Interpretation            | <input type="checkbox"/> | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/>            |
| 5. Impossibility of the work described      | <input type="checkbox"/> | 18. Inspector Improperly Directing Work    | <input type="checkbox"/>            |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/> | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/>            |
| 7. Differing Site Conditions                | <input type="checkbox"/> | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/>            |
| 8. Changes in Specs.                        | <input type="checkbox"/> | 21. CO Acting Improperly                   | <input checked="" type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/> | 22. CO Directing Addt'l Work               | <input type="checkbox"/>            |
| 10. Owner had superior knowledge            | <input type="checkbox"/> | 23. CO Improperly Rejecting Work           | <input type="checkbox"/>            |
| 11. Failure to give access to the work site | <input type="checkbox"/> | 24. Improper T for D                       | <input type="checkbox"/>            |
| 12. Poor Workmanship                        | <input type="checkbox"/> | 25. Improper T for C                       | <input type="checkbox"/>            |
| 13. Overzealous inspection                  | <input type="checkbox"/> |  |                                     |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *21) ktr thought CO had waived right to require general  
ktr provide sufs over subktr - set precedent by previous actions*

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexp. rience of<br>Inspectors            | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | ✓     | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | ✓     |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



ASBCA Case No. 22945 Date Case Heard Nov. 30, 1978  
 Name of Contractor Madsen Construction Co., Inc.  
 Base Travis, CA Page No. 66,559 Vol. No. 77-1  
 Paragraph No. 13,586

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 3976.20  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded      (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country:      Days Required      MAJCOM: MAC  
 Size of Contract: \$ 57,891 COE involvement Yes      No ✓  
 Type of Work (project): construct softball diamond  
 Type of Work (Claim): add'l maintenance work.

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>✓</u>                           | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  | (continued)  |

Claim Categories(contd.)

Additional Claim Categories:

Error in Design

Comments:

PERTINENT  
FACTS

1. Need for Change Order

2. Poor Criteria at the Start of Design

3. Need for Addendum

4. Poor Documentation by Inspector

5. Inexperience of Inspectors

6. Absence of the Contractor's Supervisor

7. Poor Documentation by Contractor

8. Contractor's Prior Experience

9. Adversary Relationship

10. Change in Inspectors

11. Lack of Coordination Between the Contractor and Subcontractors

12. Change in the Contractor's Supervisor

13. CO Directs Change in the Method or Manner of Performance

14. Problems with Government-Furnished Equipment

15. Use of Improper Communication Channels by CO

16. Air Force Personnel Performing Contractor Duties

Additional Pertinent Facts:

Water mismanagement

Comments:

placement of sprinkler heads  
and specified pressure for water pumps  
were defective, requiring add'l night  
work and causing delay  
poor surface of field caused  
ponding, which made seeding ineffective

## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 22945 Date Case Heard Nov. 30, 1978  
 Name of Contractor Madsen Construction  
 Base Travis, CA Page No. 66,559 Vol. No. 79-1  
 Paragraph No. 13,586

CASE  
INFO

Entitlement      Both E&Q ✓ Dollar Amt. of Claim \$ 1712.29  
 Who won? Govt. ✓ Ktr      Amount of award \$ 1040.78  
 Time Extension requested N/A (days) Awarded      (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country:      Days Required      MAJCOM: MAC  
 Size of Contract: \$ 57,891 COE involvement Yes      No ✓  
 Type of Work (project): construct softball diamond  
 Type of Work (Claim): sprinkler heads

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories:

Delays

Comments:

1

PERTINENT  
FACTS

1. Need for Change Order

2. Poor Criteria at the  
Start of Design

3. Need for Addendum

4. Poor Documentation  
by Inspector

5. Inexperience of  
Inspectors

6. Absence of the  
Contractor's Supervisor

7. Poor Documentation by  
Contractor

8. Contractor's Prior  
Experience

9. Adversary Relationship

10. Change in Inspectors

11. Lack of Coordination  
Between the Contractor  
and Subcontractors

12. Change in the  
Contractor's  
Supervisor

13. CO Directs Change in  
the Method or Manner  
of Performance

14. Problems with  
Government-Furnished  
Equipment

15. Use of Improper  
Communication  
Channels by CO

16. Air Force Personnel  
Performing Contractor  
Duties

Additional Pertinent Facts:

Ktr mis mgt.

Comments:

Delay due to design deficiencies  
(see comments, claim #1)

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 23148 Date Case Heard 18 APR 79  
 Name of Contractor BANDWALL CONSTRUCTION CO  
 Base OWEY AFB NEB Page No. 167493 Vol. No. 79-1  
 Paragraph No. 13822

CASE  
INFO

Entitlement ✓ Both E&Q ✓ Dollar Amt. of Claim \$ 11650  
 Who won? Govt.     Ktr ✓ Amount of award \$ 11650  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil ✓ Struc      
 Area of the Country: Midwest Days Required N/A MAJCOM: SAC  
 Size of Contract: \$ 392,159 COE involvement Yes     No      
 Type of Work (project): Addition to Aerospace Ground Equip Shop  
 Type of Work (Claim): Beneficial occupancy - expense - plane

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>✓</u>                     |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *2) not responding in timely manner - btr asserts gov't should have taken beneficial occupancy earlier*

PERTINENT  
FACTS

- |                           |          |                          |       |
|---------------------------|----------|--------------------------|-------|
| 1. Need for Change Order  | _____    | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____    | Between the Contractor   | _____ |
| Start of Design           | _____    | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____    | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____    | Contractor's             | _____ |
| by Inspector              | _____    | Supervisor               | _____ |
| 5. Inexperience of        | _____    | 13. CO Directs Change in | _____ |
| Inspectors                | _____    | the Method or Manner     | _____ |
| 6. Absence of the         | _____    | of Performance           | _____ |
| Contractor's Supervisor   | _____    | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____    | Government-Furnished     | _____ |
| Contractor                | _____    | Equipment                | _____ |
| 8. Contractor's Prior     | _____    | 15. Use of Improper      | _____ |
| Experience                | _____    | Communication            | _____ |
| 9. Adversary Relationship | _____    | Channels by CO           | _____ |
| 10. Change in Inspectors  | <u>✓</u> | 16. Air Force Personnel  | _____ |
|                           |          | Performing Contractor    | _____ |
|                           |          | Duties                   | _____ |

Additional Pertinent Facts: *Liquidated Damages had been assessed*  
*Beneficial occupancy was taken*

Comments: \_\_\_\_\_

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 23148 Date Case Heard 18 APR 79  
 Name of Contractor RAUSWALL CONSTRUCTION CO  
 Base OFFUTT AFB NEB Page No. 167793 Vol. No. 79-1  
 Paragraph No. 13822

CASE  
INFO

Entitlement ☒ Both E&Q ☒ Dollar Amt. of Claim \$ 4950  
 Who won? Govt. ☒ Ktr     Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☒ Mech     Civil     Struc      
 Area of the Country: Midwest Days Required N/A MAJCOM: SAC  
 Size of Contract: \$ 392,159 COE involvement: Yes     No ☒  
 Type of Work (project): Attended to aerospace ground equip shop  
 Type of Work (Claim): supply problems with 50KVA transformers

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: Delay due to supplier problems

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: His failure to coordinate sublets  
(suppliers)

Comments: Since supplier made an error in manufacturing  
of transformer - this delay was not without fault of sublets



## CASE REVIEW FORM

Lin 1  
Bill    

ASBCA Case No. 23148 Date Case Heard 18 APR 79  
 Name of Contractor Lanham Construction Co  
 Base OFFUTT AFB NEB Page No. 67493 Vol. No. 79-1  
 Paragraph No. 13822

CASE  
INFO

Entitlement ☒ Both E&Q ☒ Dollar Amt. of Claim \$ 162,627.16  
 Who won? Govt. ☐ Ktr ☒ Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☒ Struc ☐  
 Area of the Country: Midwest Days Required N/A MAJCOM: SAC  
 Size of Contract: \$ 392,159 COE involvement: Yes ☐ No ☒  
 Type of Work (project): addition to aerospace ground equip shop  
 Type of Work (Claim): takeover SCASS blocks including generator, roof  
soil apron excavation

CLAIM  
CATEGORIES

- |   |                          |  |                                     |
|---|--------------------------|--|-------------------------------------|
| 1. Ambiguous Specs.                         | <input type="checkbox"/> | 14. Improper Liquidated Damages            | <input type="checkbox"/>            |
| 2. Omissions in Specs.                      | <input type="checkbox"/> | 15. Inspector-caused Delay                 | <input type="checkbox"/>            |
| 3. Conflicts in Specs.                      | <input type="checkbox"/> | 16. Inspector Acting Outside His Authority | <input type="checkbox"/>            |
| 4. Differences in Interpretation            | <input type="checkbox"/> | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/>            |
| 5. Impossibility of the work described      | <input type="checkbox"/> | 18. Inspector Improperly Directing Work    | <input type="checkbox"/>            |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/> | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/>            |
| 7. Differing Site Conditions                | <input type="checkbox"/> | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/>            |
| 8. Changes in Specs.                        | <input type="checkbox"/> | 21. CO Acting Improperly                   | <input checked="" type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/> | 22. CO Directing Addt'l Work               | <input type="checkbox"/>            |
| 10. Owner had superior knowledge            | <input type="checkbox"/> | 23. CO Improperly Rejecting Work           | <input type="checkbox"/>            |
| 11. Failure to give access to the work site | <input type="checkbox"/> | 24. Improper T for D                       | <input type="checkbox"/>            |
| 12. Poor Workmanship                        | <input type="checkbox"/> | 25. Improper T for C                       | <input type="checkbox"/>            |
| 13. Overzealous inspection                  | <input type="checkbox"/> |  |                                     |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Gov't has waived its rights due to CO  
not performing in a timely manner

Comments: Wanted gov't consideration for allowing pty to substitute a cheaper  
material and gov't helped pty unload equipment

RTINENT  
FACTS

- |                           |   |                          |   |
|---------------------------|---|--------------------------|---|
| 1. Need for Change Order  | — | 11. Lack of Coordination | — |
| 2. Poor Criteria at the   | — | Between the Contractor   | — |
| Start of Design           | — | and Subcontractors       | — |
| 3. Need for Addendum      | — | 12. Change in the        | — |
| 4. Poor Documentation     | — | Contractor's             | — |
| by Inspector              | — | Supervisor               | — |
| 5. Inexperience of        | — | 13. CO Directs Change in | — |
| Inspectors                | — | the Method or Manner     | — |
| 6. Absence of the         | — | of Performance           | — |
| Contractor's Supervisor   | ✓ | 14. Problems with        | — |
| 7. Poor Documentation by  | — | Government-Furnished     | — |
| Contractor                | — | Equipment                | — |
| 8. Contractor's Prior     | — | 15. Use of Improper      | — |
| Experience                | — | Communication            | — |
| 9. Adversary Relationship | — | Channels by CO           | — |
| 10. Change in Inspectors  | ✓ | 16. Air Force Personnel  | — |
|                           |   | Performing Contractor    | — |
|                           |   | Duties                   | — |

Additional Pertinent Facts: \_\_\_\_\_

Comments: Claim submitted by attorney at time of claim and  
not by CO

## CASE REVIEW FORM

Lin

Bill ☒

ASBCA Case No. 23281 Date Case Heard April 4, 1979  
 Name of Contractor Speegle Corporation, Inc.  
 Base Patrick, FL Page No. 67,806 Vol. No. 79-1  
 Paragraph No. 13,824

SE  
FO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$ not given  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded            (days)

JECT  
TURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country:            Days Required            MAJCOM: AFSC  
 Size of Contract: \$ 42,398 COE involvement Yes ☐ No ☒  
 Type of Work (project): painting 6 warehouses  
 Type of Work (Claim): addt'l painting

AIM  
EGORIES

- |   |                                     |  |                          |
|---|-------------------------------------|--|--------------------------|
| 1. Ambiguous Specs.                         | <input checked="" type="checkbox"/> | 14. Improper Liquidated Damages            | <input type="checkbox"/> |
| 2. Omissions in Specs.                      | <input type="checkbox"/>            | 15. Inspector-caused Delay                 | <input type="checkbox"/> |
| 3. Conflicts in Specs.                      | <input type="checkbox"/>            | 16. Inspector Acting Outside His Authority | <input type="checkbox"/> |
| 4. Differences in Interpretation            | <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/> |
| 5. Impossibility of the work described      | <input type="checkbox"/>            | 18. Inspector Improperly Directing Work    | <input type="checkbox"/> |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/>            | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/> |
| 7. Differing Site Conditions                | <input type="checkbox"/>            | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/> |
| 8. Changes in Specs.                        | <input type="checkbox"/>            | 21. CO Acting Improperly                   | <input type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/>            | 22. CO Directing Addt'l Work               | <input type="checkbox"/> |
| 10. Owner had superior knowledge            | <input type="checkbox"/>            | 23. CO Improperly Rejecting Work           | <input type="checkbox"/> |
| 11. Failure to give access to the work site | <input type="checkbox"/>            | 24. Improper T for D                       | <input type="checkbox"/> |
| 12. Poor Workmanship                        | <input type="checkbox"/>            | 25. Improper T for C                       | <input type="checkbox"/> |
| 13. Overzealous inspection                  | <input type="checkbox"/>            |  |                          |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

TINENT  
ACT'S

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: \_\_\_\_\_

*Ktr failed to read  
specs. + drawings as a whole*

Comments: \_\_\_\_\_

*Ktr thought he didn't have to  
paint roof trusses and ceilings because they  
weren't on drawings (although his behavior  
made it appear that he understood).*

## CASE REVIEW FORM

Lin ✓  
Bill    CASE  
INFO

ASBCA Case No. 234161 Date Case Heard 9 APR 79  
 Name of Contractor WASH LEWIS  
 Base GUANTANAMO AFB AL Page No. 63815 Vol. No. 79-1  
 Paragraph No. 13829

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 110K  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested NIA (days) Awarded NIA (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: SE Days Required NIA MAJCOM: ATC  
 Size of Contract: \$ 18000 COE involvement Yes     No ✓  
 Type of Work (project): Install fire exit bolts in hkg  
 Type of Work (Claim): " " " " " " " "

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>✓</u>                         |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *24) ~~It~~ tried to claim financial problems as excusable cause of non performance*

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | ✓     | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           | _____ | Performing Contractor    | _____ |
|                           | _____ | Duties                   | _____ |

Additional Pertinent Facts: *It underestimated size of contract*

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CASE REVIEW FORM

Lin ☒  
Bill     

ASBCA Case No. 22553 Date Case Heard 25 June 78  
 Name of Contractor Whitmac Constructors Inc.  
 Base Bease AFB Tex Page No. 15510 Vol. No. 78-2  
 Paragraph No. 13399

CASE  
INFO

Entitlement ☒ Both E&Q      Dollar Amt. of Claim \$ UNK  
 Who won? Govt.      Ktr ☒ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ☒  
 Area of the Country: Midwest Days Required N/A MAJCOM: ATC  
 Size of Contract: \$ 3,750,000 COE involvement Yes ☒ No       
 Type of Work (project): Casualty Training Facility  
 Type of Work (Claim): Two-ply fire retardant gypsum wallboard

CLAIM  
CATEGORIES

- |   |                                     |  |             |
|---|-------------------------------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>    </u>                         | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u>                         | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <input checked="" type="checkbox"/> | 16. Inspector Acting Outside H's Authority | <u>    </u> |
| 4. Differences in Interpretation            | <u>    </u>                         | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>    </u>                         | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u>                         | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u>                         | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>    </u>                         | 21. CO Acting Improperly                   | <u>    </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u>                         | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u>                         | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u>                         | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>    </u>                         | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u>                         |  |             |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 3) Spec told htr to reference room finish schedule for rooms requiring gypsum wall board and only locker room was billed, but drawing showed others

PERTINENT  
FACTS

- |   |       |  |       |
|---|-------|--|-------|
| 1. Need for Change Order                  | _____ | 11. Lack of Coordination Between the Contractor and Subcontractors | _____ |
| 2. Poor Criteria at the Start of Design   | _____ | 12. Change in the Contractor's Supervisor                          | _____ |
| 3. Need for Addendum                      | _____ | 13. CO Directs Change in the Method or Manner of Performance       | _____ |
| 4. Poor Documentation by Inspector        | _____ | 14. Problems with Government-Furnished Equipment                   | _____ |
| 5. Inexperience of Inspectors             | _____ | 15. Use of Improper Communication Channels by CO                   | _____ |
| 6. Absence of the Contractor's Supervisor | _____ | 16. Air Force Personnel Performing Contractor Duties               | _____ |
| 7. Poor Documentation by Contractor       | _____ |  |       |
| 8. Contractor's Prior Experience          | _____ |  |       |
| 9. Adversary Relationship                 | _____ |  |       |
| 10. Change in Inspectors                  | _____ |  |       |

Additional Pertinent Facts: *None of bidders (12) noticed*  
*A/E Firm Conflict involved such a small part of work Htr failed to adequately*  
 Comments: *even if it was patent wouldn't expect htr to notice* *read spec*



## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 22790 Date Case Heard May 1<sup>st</sup>, 1978  
 Name of Contractor Page + Wirtz Construction  
 Base Cannon, NM Page No. 64,791 Vol. No. 78-2  
 Paragraph No. 13,249

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 5,000  
 Who won? Govt. ✓ Ktr      Amount of award \$ Ø  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required      MAJCOM: TAC  
 Size of Contract: \$ 1,631,500 COE involvement Yes ✓ No       
 Type of Work (project): construct gymnasium  
 Type of Work (Claim): mortar coloring

CLAIM  
CATEGORIES

- |   |             |  |             |
|---|-------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>✓</u>    | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u> |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>    </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>    </u> | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u> |  |             |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: \_\_\_\_\_

Ktr failed to read  
specs. + drawings as a whole

Comments: \_\_\_\_\_

Ktr thought mortar coloring  
was extra

## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 22551 Date Case Heard Sept 20, '78  
 Name of Contractor Westinghouse Electric Corporation  
 Base Eglin, FL Page No. 65,905 Vol. No. 78-2  
 Paragraph No. 13,471

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 42,223.40  
 Who won? Govt.      Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required      MAJCOM: AFSC  
 Size of Contract: \$ 23,400 COE involvement Yes      No ✓  
 Type of Work (project): recondition transformers  
 Type of Work (Claim): surface preparation

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>✓</u>                      |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  | (continued)  |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: Degree of Performance Required beyond k'tual

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

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## CASE REVIEW FORM

Lin ☒  
Bill ☐

ASBCA Case No. 22220 Date Case Heard 19 MAY 78  
 Name of Contractor DRM MANAGEMENT CONSULTING & CONSTRUCTION CORP  
 Base RANDOLPH AFB TEX Page No. 164780 Vol. No. 78-2  
 Paragraph No. 13244

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$2722.24  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: Milwest Days Required N/A MAJCOM: ATC  
 Size of Contract: \$52,600 COE involvement Yes ☐ No ☒  
 Type of Work (project): construct 2 tape library  
 Type of Work (Claim): cover ceiling w/ 5/8" gypsum fire retardant  
WALDORE

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <input type="checkbox"/>                         | 14. Improper Liquidated Damages <input type="checkbox"/>            |
| 2. Omissions in Specs. <input type="checkbox"/>                      | 15. Inspector-caused Delay <input type="checkbox"/>                 |
| 3. Conflicts in Specs. <input type="checkbox"/>                      | 16. Inspector Acting Outside His Authority <input type="checkbox"/> |
| 4. Differences in Interpretation <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work <input type="checkbox"/>    |
| 5. Impossibility of the work described <input type="checkbox"/>      | 18. Inspector Improperly Directing Work <input type="checkbox"/>    |
| 6. Inaccurate tech. data in specs. <input type="checkbox"/>          | 19. Inspector Improperly Stopping Work <input type="checkbox"/>     |
| 7. Differing Site Conditions <input checked="" type="checkbox"/>     | 20. Fraud, Latent Defects, or Gross Errors <input type="checkbox"/> |
| 8. Changes in Specs. <input type="checkbox"/>                        | 21. CO Acting Improperly <input type="checkbox"/>                   |
| 9. Challenges in the "Or Equal" area <input type="checkbox"/>        | 22. CO Directing Addt'l Work <input type="checkbox"/>               |
| 10. Owner had superior knowledge <input type="checkbox"/>            | 23. CO Improperly Rejecting Work <input type="checkbox"/>           |
| 11. Failure to give access to the work site <input type="checkbox"/> | 24. Improper T for D <input type="checkbox"/>                       |
| 12. Poor Workmanship <input type="checkbox"/>                        | 25. Improper T for C <input type="checkbox"/>                       |
| 13. Overzealous inspection <input type="checkbox"/>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *2) conditions in field didn't match specs*

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: *although specs not crystal clear if read as a whole they were sufficient Failure to clarify potential differing site conditions*

Comments: \_\_\_\_\_

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## CASE REVIEW FORM

Lin       
Bill ☒

ASBCA Case No. 22049 Date Case Heard April 27, 1978  
 Name of Contractor Donald Goodnight  
 Base Bergstrom, Texas Page No. 64,524 Vol. No. 78-1  
 Paragraph No. 13,192

CASE  
INFO

Entitlement      Both E&Q ☒ Dollar Amt. of Claim \$ 19,864.60  
 Who won? Govt.      Ktr ☒ Amount of award \$ 3,488.60  
 Time Extension requested 14 (days) Awarded 14 (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ☒  
 Area of the Country:      Days Required 120 MAJCOM: TAC  
 Size of Contract: \$ 28,721 COE involvement: Yes      No ☒  
 Type of Work (project): construct latrine facilities  
 Type of Work (Claim): demolishing brick walls

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  | (continued)  |

Claim Categories(contd.)

Additional Claim Categories: Changes

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: \_\_\_\_\_

Comments: Govt. inspector refused to allow ktr  
to cut masonry units to proper size (as was  
allowed in K).

Later, brick walls needed to be  
demolished because blocks were oversized.



## CASE REVIEW FORM

Lin           Bill           

ASBCA Case No. 22049 Date Case Heard April 27, 1978  
 Name of Contractor Donald Goodnight  
 Base Bergstrom, Texas Page No. 64,524 Vol No. 78-1  
 Paragraph No. 13, 192

CASE  
INFO

Entitlement        Both E&Q ☒ Dollar Amt. of Claim \$ 2,376  
 Who won? Govt. ☒ Ktr        Amount of award \$ 0  
 Time Extension requested 1 (days) Awarded 0 (days)

PROJECT  
FEATURES

Design Discipline: Electr        Mech        Civil        Struc ☒  
 Area of the Country:        Days Required 120 MAJCOM: TAC  
 Size of Contract: \$ 28,721 COE involvement Yes        No ☒  
 Type of Work (project): construct latrine facilities  
 Type of Work (Claim): install urinals

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>      </u>                         | 14. Improper Liquidated Damages <u>      </u>            |
| 2. Omissions in Specs. <u>      </u>                      | 15. Inspector-caused Delay <u>      </u>                 |
| 3. Conflicts in Specs. <u>      </u>                      | 16. Inspector Acting Outside His Authority <u>      </u> |
| 4. Differences in Interpretation <u>      </u>            | 17. Inspector Improperly Rejecting Work <u>      </u>    |
| 5. Impossibility of the work described <u>      </u>      | 18. Inspector Improperly Directing Work <u>      </u>    |
| 6. Inaccurate tech. data in specs. <u>      </u>          | 19. Inspector Improperly Stopping Work <u>      </u>     |
| 7. Differing Site Conditions <u>      </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>      </u> |
| 8. Changes in Specs. <u>      </u>                        | 21. CO Acting Improperly <u>      </u>                   |
| 9. Challenges in the "Or Equal" area <u>      </u>        | 22. CO Directing Addt'l Work <u>      </u>               |
| 10. Owner had superior knowledge <u>      </u>            | 23. CO Improperly Rejecting Work <u>      </u>           |
| 11. Failure to give access to the work site <u>      </u> | 24. Improper T for D <u>      </u>                       |
| 12. Poor Workmanship <u>      </u>                        | 25. Improper T for C <u>      </u>                       |
| 13. Overzealous inspection <u>      </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Delays

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Ktr delayed in taking  
necessary actions.

Comments: Delay due to interference of user.

## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 22049 Date Case Heard April 27, 1978  
 Name of Contractor Donald Goodnight  
 Base Bergstrom, Texas Page No. 64,524 Vol. No. 78-1  
 Paragraph No. 13,192

CASE  
INFO

Entitlement      Both E&Q ✓ Dollar Amt. of Claim \$ (see claim 2)  
 Who won? Govt. ✓ Ktr      Amount of award \$ 0  
 Time Extension requested 7 (days) Awarded 0 (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc ✓  
 Area of the Country:      Days Required 120 MAJCOM: -RAC  
 Size of Contract: \$ 28,721 COE involvement Yes      No ✓  
 Type of Work (project): construct latrine facilities  
 Type of Work (Claim): paint submittal

CLAIM  
CATEGORIES

- |   |             |  |             |
|---|-------------|--|-------------|
| 1. Ambiguous Specs.                         | <u>    </u> | 14. Improper Liquidated Damages            | <u>    </u> |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u> |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u> |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u> |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u> |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u> |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u> |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>✓</u>    |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u> |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u> |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u> |
| 12. Poor Workmanship                        | <u>    </u> | 25. Improper T for C                       | <u>    </u> |
| 13. Overzealous inspection                  | <u>    </u> | (continued)                                |             |

Claim Categories(contd.)

Additional Claim Categories: C.O. Acting Improperly

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |                           |       |                          |       |
|---------------------------|-------|--------------------------|-------|
| 1. Need for Change Order  | _____ | 11. Lack of Coordination | _____ |
| 2. Poor Criteria at the   | _____ | Between the Contractor   | _____ |
| Start of Design           | _____ | and Subcontractors       | _____ |
| 3. Need for Addendum      | _____ | 12. Change in the        | _____ |
| 4. Poor Documentation     | _____ | Contractor's             | _____ |
| by Inspector              | _____ | Supervisor               | _____ |
| 5. Inexperience of        | _____ | 13. CO Directs Change in | _____ |
| Inspectors                | _____ | the Method or Manner     | _____ |
| 6. Absence of the         | _____ | of Performance           | _____ |
| Contractor's Supervisor   | _____ | 14. Problems with        | _____ |
| 7. Poor Documentation by  | _____ | Government-Furnished     | _____ |
| Contractor                | _____ | Equipment                | _____ |
| 8. Contractor's Prior     | _____ | 15. Use of Improper      | _____ |
| Experience                | _____ | Communication            | _____ |
| 9. Adversary Relationship | _____ | Channels by CO           | _____ |
| 10. Change in Inspectors  | _____ | 16. Air Force Personnel  | _____ |
|                           |       | Performing Contractor    | _____ |
|                           |       | Duties                   | _____ |

Additional Pertinent Facts: Problems with submittals

Comments: \_\_\_\_\_

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\_\_\_\_\_

## CASE REVIEW FORM

Lin       
Bill   ✓  

ASBCA Case No. 22049 Date Case Heard April 27, 1978  
 Name of Contractor Donald Goodnight  
 Base Bergstrom, Texas Page No. 64,524 Vol. No. 78-1  
 Paragraph No. 13,192

CASE  
INFO

Entitlement      Both E&Q   ✓   Dollar Amt. of Claim \$ N. Given  
 Who won? Govt.   ✓   Ktr      Amount of award \$ 0  
 Time Extension requested 24 (days) Awarded 0 (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil      Struc   ✓    
 Area of the Country:      Days Required      MAJCOM: TAC  
 Size of Contract: \$ 28,721 COE involvement Yes      No   ✓    
 Type of Work (project): construct latrine facilities  
 Type of Work (Claim): progress payments for work

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Changes

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Government Management  
Issues.

Comments: \_\_\_\_\_

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CASE REVIEW FORMLin ✓  
Bill    

ASBCA Case No. 211601 Date Case Heard 30 MAR 78  
 Name of Contractor BH CONLEY AND ASSOCIATES INC  
 Base EGUIB AFB 71 Page No. 164341 Vol. No. 78.1  
 Paragraph No. 131165

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 111.5  
 Who won? Govt.     Ktr ✓ Amount of award \$ 111.5  
 Time Extension requested N/A (days) Awarded 111.5 (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: DE Days Required N/A MAJCOM: AFSC  
 Size of Contract: \$ 68609165 COE involvement Yes     No ✓  
 Type of Work (project) Construct Additions/Alterations to Composite  
MESCAL FAC.  
 Type of Work (Claim): Cost basis for seamless floors

CLAIM  
CATEGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>✓</u>   | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>✓</u>   | 15. Inspector-caused Delay                 | <u>   </u> |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>   </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> |  |            |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *2) govt wanted seamless bases in some areas not indicated in spec but says since they allowed substitute of cheaper material at contract claim ed it work*

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

PERTINENT  
FACTS



## CASE REVIEW FORM

Lin \_\_\_\_\_  
Bill ☒

ASBCA Case No. 21830 Date Case Heard April 19, 1978  
 Name of Contractor Yancey Company  
 Base Beale, Cal. Page No. 64, 310 Vol. No. 79-1  
 Paragraph No. 13, 162

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ 40,494  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil \_\_\_\_\_ Struc ☒  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: SAC  
 Size of Contract: \$ 202,260 COE involvement Yes \_\_\_\_\_ No \_\_\_\_\_  
 Type of Work (project): remove shingles + install siding  
 Type of Work (Claim): remove Shingles

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <input checked="" type="checkbox"/> | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                            | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                            | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                  | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____            | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                      | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                              | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____              | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                  | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____       | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                              | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                        |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Ktr failed to make

'inquiry concerning uncertainty

Comments: \_\_\_\_\_

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CASE REVIEW FORMLin ✓  
Bill    

ASBCA Case No. 22349 Date Case Heard 17 FEB 78  
 Name of Contractor FRANK W MILLER CONSTRUCTION CO  
 Base WFBG AFB Tex Page No. 63701 Vol. No. 78-1  
 Paragraph No. 13039

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 5486.16  
 Who won? Govt.     Ktr ✓ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil     Struc ✓  
 Area of the Country: Midwest Days Required     MAJCOM: AYC  
 Size of Contract: \$ 754,744 COE involvement Yes ✓ No      
 Type of Work (project): CONSTRUCT BUNKER HALL  
 Type of Work (Claim): CLEAN AND OUT OF UTILITY OPERATIONS  
UNDEATH FOUNDATIONS

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>✓</u>                  | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd..)

Additional Claim Categories: \_\_\_\_\_

Comments: *1) another contractor's work interfered - sand washed down from another site job*

PERTINENT  
FACTS

- |   |  |
|---|--|
| 1. Need for Change Order _____                  | 11. Lack of Coordination Between the Contractor and Subcontractors _____ |
| 2. Poor Criteria at the Start of Design _____   | 12. Change in the Contractor's Supervisor _____                          |
| 3. Need for Addendum _____                      | 13. CO Directs Change in the Method or Manner of Performance _____       |
| 4. Poor Documentation by Inspector _____        | 14. Problems with Government-Furnished Equipment _____                   |
| 5. Inexperience of Inspectors _____             | 15. Use of Improper Communication Channels by CO _____                   |
| 6. Absence of the Contractor's Supervisor _____ | 16. Air Force Personnel Performing Contractor Duties _____               |
| 7. Poor Documentation by Contractor _____       |  |
| 8. Contractor's Prior Experience _____          |  |
| 9. Adversary Relationship _____                 |  |
| 10. Change in Inspectors _____                  |  |

Additional Pertinent Facts: \_\_\_\_\_

Comments: \_\_\_\_\_

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## CASE REVIEW FORM

Lin \_\_\_\_\_  
Bill ☒

ASBCA Case No. 22172 Date Case Heard Nov. 23, '77  
 Name of Contractor R+G Roofing Co., Inc.  
 Base Maxwell, AL Page No. 62,674 Vol. No. 78-1  
 Paragraph No. 12,879

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ 20,389  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil \_\_\_\_\_ Struc ☒  
 Area of the Country: \_\_\_\_\_ Days Required \_\_\_\_\_ MAJCOM: ATC  
 Size of Contract: \$ 52,000 COE involvement Yes \_\_\_\_\_ No ☒  
 Type of Work (project): reroofing misc. bldgs.  
 Type of Work (Claim): sheet metal work

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <input checked="" type="checkbox"/> | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                            | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                            | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____                  | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____            | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____                | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                      | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                              | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____              | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____                  | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____       | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                              | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                        | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Ktr did not inquire concerning confusion.

Comments: Use of the dash in spec. text:  
Ktr thought it meant "and" when  
it meant "inclusive."

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 21892 Date Case Heard 30 SEP 77  
 Name of Contractor PEERY'S SERVICE CO.  
 Base Langham AFB TX Page No. 102315 Vol. No. 77-2  
 Paragraph No. 1280X

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 201118  
 Who won? Govt. ✓ Ktr     Amount of award \$ 111A  
 Time Extension requested 111A (days) Awarded 111A (days)

PROJECT  
FEATURES

Design Discipline: Electr ✓ Mech     Civil     Struc      
 Area of the Country: MAJCOM Days Required N/A MAJCOM: ATC  
 Size of Contract: \$ 111K COE involvements Yes     No ✓  
 Type of Work (project): Replace Service Depot For 120-MEM UNITS  
 Type of Work (Claim): Memories of Testing Induced Ground Rod's Resistance

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  |   |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Gov't required work beyond contract requirements

Comments: initially approved submittal and then later revoked it - misunderstanding terms of submittal

- |   |   |  |   |
|---|---|--|---|
| 1. Need for Change Order                  | — | 11. Lack of Coordination Between the Contractor and Subcontractors | — |
| 2. Poor Criteria at the Start of Design   | — | 12. Change in the Contractor's Supervisor                          | — |
| 3. Need for Addendum                      | — | 13. CO Directs Change in the Method or Manner of Performance       | — |
| 4. Poor Documentation by Inspector        | — | 14. Problems with Government-Furnished Equipment                   | — |
| 5. Inexperience of Inspectors             | — | 15. Use of Improper Communication Channels by CO                   | — |
| 6. Absence of the Contractor's Supervisor | — | 16. Air Force Personnel Performing Contractor Duties               | — |
| 7. Poor Documentation by Contractor       | — |  |   |
| 8. Contractor's Prior Experience          | — |  |   |
| 9. Adversary Relationship                 | — |  |   |
| 10. Change in Inspectors                  | — |  |   |

Additional Pertinent Facts: Problems with approval of submittal

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PERTINENT  
FACTS



## CASE REVIEW FORM

Lin       
Bill   ✓  

ASBCA Case No. 21432 Date Case Heard Sept 20, '77  
 Name of Contractor CYR Construction Co.  
 Base Loring, Maine Page No. 62,059 Vol. No. 77-2  
 Paragraph No. 12,771

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 8,000  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded      (days)

PROJECT  
FEATURES

Design Discipline: Electr ✓ Mech      Civil      Struc       
 Area of the Country:      Days Required      MAJCOM: LAC  
 Size of Contract: \$ N.G. COE involvement Yes ✓ No       
 Type of Work (project): rehabilitation of airmen dorms  
 Type of Work (Claim): electrical work

CLAIM  
CATEGORIES

- |   |             |  |              |
|---|-------------|--|--------------|
| 1. Ambiguous Specs.                         | <u>    </u> | 14. Improper Liquidated Damages            | <u>    </u>  |
| 2. Omissions in Specs.                      | <u>    </u> | 15. Inspector-caused Delay                 | <u>    </u>  |
| 3. Conflicts in Specs.                      | <u>    </u> | 16. Inspector Acting Outside His Authority | <u>    </u>  |
| 4. Differences in Interpretation            | <u>    </u> | 17. Inspector Improperly Rejecting Work    | <u>    </u>  |
| 5. Impossibility of the work described      | <u>    </u> | 18. Inspector Improperly Directing Work    | <u>    </u>  |
| 6. Inaccurate tech. data in specs.          | <u>    </u> | 19. Inspector Improperly Stopping Work     | <u>    </u>  |
| 7. Differing Site Conditions                | <u>    </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>    </u>  |
| 8. Changes in Specs.                        | <u>    </u> | 21. CO Acting Improperly                   | <u>  ✓  </u> |
| 9. Challenges in the "Or Equal" area        | <u>    </u> | 22. CO Directing Addt'l Work               | <u>    </u>  |
| 10. Owner had superior knowledge            | <u>    </u> | 23. CO Improperly Rejecting Work           | <u>    </u>  |
| 11. Failure to give access to the work site | <u>    </u> | 24. Improper T for D                       | <u>    </u>  |
| 12. Poor Workmanship                        | <u>    </u> | 25. Improper T for C                       | <u>    </u>  |
| 13. Overzealous inspection                  | <u>    </u> |  |              |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: CO Improperly withholds payment

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Ktr personnel probs.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CASE REVIEW FORM

Lin ☒  
Bill ☐

ASBCA Case No. 20945 Date Case Heard 29 Jan 77  
 Name of Contractor DI LARKIN GENERAL CONTRACTORS INC  
 Base Brengstrom AFB Tex Page No. 10778 Vol. No. 772  
 Paragraph No. 12717

CASE  
INFO

Entitlement ☒ Both E&Q ☐ Dollar Amt. of Claim \$223169.99  
 Who won? Govt. ☒ Ktr ☐ Amount of award \$ 0  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ☐ Mech ☐ Civil ☐ Struc ☒  
 Area of the Country: Midwest Days Required N/A MAJCOM: YAC  
 Size of Contract: \$3292810 COE involvement Yes ☒ No ☐  
 Type of Work (project): Construct a Commissary Store  
 Type of Work (Claim): Painting of Concrete Masonry Unit Walls

CLAIM  
CATEGORIES

- |   |                                     |  |                          |
|---|-------------------------------------|--|--------------------------|
| 1. Ambiguous Specs.                         | <input type="checkbox"/>            | 14. Improper Liquidated Damages            | <input type="checkbox"/> |
| 2. Omissions in Specs.                      | <input type="checkbox"/>            | 15. Inspector-caused Delay                 | <input type="checkbox"/> |
| 3. Conflicts in Specs.                      | <input checked="" type="checkbox"/> | 16. Inspector Acting Outside His Authority | <input type="checkbox"/> |
| 4. Differences in Interpretation            | <input type="checkbox"/>            | 17. Inspector Improperly Rejecting Work    | <input type="checkbox"/> |
| 5. Impossibility of the work described      | <input type="checkbox"/>            | 18. Inspector Improperly Directing Work    | <input type="checkbox"/> |
| 6. Inaccurate tech. data in specs.          | <input type="checkbox"/>            | 19. Inspector Improperly Stopping Work     | <input type="checkbox"/> |
| 7. Differing Site Conditions                | <input type="checkbox"/>            | 20. Fraud, Latent Defects, or Gross Errors | <input type="checkbox"/> |
| 8. Changes in Specs.                        | <input type="checkbox"/>            | 21. CO Acting Improperly                   | <input type="checkbox"/> |
| 9. Challenges in the "Or Equal" area        | <input type="checkbox"/>            | 22. CO Directing Addt'l Work               | <input type="checkbox"/> |
| 10. Owner had superior knowledge            | <input type="checkbox"/>            | 23. CO Improperly Rejecting Work           | <input type="checkbox"/> |
| 11. Failure to give access to the work site | <input type="checkbox"/>            | 24. Improper T for D                       | <input type="checkbox"/> |
| 12. Poor Workmanship                        | <input type="checkbox"/>            | 25. Improper T for C                       | <input type="checkbox"/> |
| 13. Overzealous inspection                  | <input type="checkbox"/>            |  |                          |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: *3) Both bidders agree there's a conflict - govt claims its patent*

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: *A/E Firm Hts failed to clarify patent ambiguity Hts failed to sufficiently read contract*

Comments: *Other bidders that bid didn't notice the conflict*

## CASE REVIEW FORM

Lin ✓  
Bill    

ASBCA Case No. 20947 Date Case Heard 29 Jul 77  
 Name of Contractor Bel Larkin Gen KTR Inc  
 Base Bergstrom TX Page No. 61778 Vol. No. 77.2  
 Paragraph No. 2717

CASE  
INFO

Entitlement ✓ Both E&Q     Dollar Amt. of Claim \$ 25,629,600  
 Who won? Govt. ✓ Ktr     Amount of award \$ 0  
 Time Extension requested 80 (days) Awarded 0 (days)

PROJECT  
FEATURES

Design Discipline: Electr     Mech     Civil ✓ Struc      
 Area of the Country: Midwest Days Required N/A MAJCOM: TAC  
 Size of Contract: \$ 3,292,810 COE involvement: Yes ✓ No      
 Type of Work (project): Construct a commissary store  
 Type of Work (Claim): Uncovered Gas Lines were uncovered

CLAIM  
CATEGORIES

- |   |            |  |            |
|---|------------|--|------------|
| 1. Ambiguous Specs.                         | <u>   </u> | 14. Improper Liquidated Damages            | <u>   </u> |
| 2. Omissions in Specs.                      | <u>   </u> | 15. Inspector-caused Delay                 | <u>✓</u>   |
| 3. Conflicts in Specs.                      | <u>   </u> | 16. Inspector Acting Outside His Authority | <u>   </u> |
| 4. Differences in Interpretation            | <u>   </u> | 17. Inspector Improperly Rejecting Work    | <u>   </u> |
| 5. Impossibility of the work described      | <u>   </u> | 18. Inspector Improperly Directing Work    | <u>   </u> |
| 6. Inaccurate tech. data in specs.          | <u>   </u> | 19. Inspector Improperly Stopping Work     | <u>   </u> |
| 7. Differing Site Conditions                | <u>   </u> | 20. Fraud, Latent Defects, or Gross Errors | <u>   </u> |
| 8. Changes in Specs.                        | <u>   </u> | 21. CO Acting Improperly                   | <u>   </u> |
| 9. Challenges in the "Or Equal" area        | <u>   </u> | 22. CO Directing Addt'l Work               | <u>   </u> |
| 10. Owner had superior knowledge            | <u>   </u> | 23. CO Improperly Rejecting Work           | <u>   </u> |
| 11. Failure to give access to the work site | <u>   </u> | 24. Improper T for D                       | <u>   </u> |
| 12. Poor Workmanship                        | <u>   </u> | 25. Improper T for C                       | <u>   </u> |
| 13. Overzealous inspection                  | <u>   </u> | (continued)                                |            |

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: 5) Kt's claims differing site condition and failure of CO to expediently handle a change order - CO not responding in timely manner

- |   |  |
|---|--|
| 1. Need for Change Order _____                  | 11. Lack of Coordination Between the Contractor and Subcontractors _____ |
| 2. Poor Criteria at the Start of Design _____   | 12. Change in the Contractor's Supervisor _____                          |
| 3. Need for Addendum _____                      | 13. CO Directs Change in the Method or Manner of Performance _____       |
| 4. Poor Documentation by Inspector _____        | 14. Problems with Government-Furnished Equipment _____                   |
| 5. Inexperience of Inspectors _____             | 15. Use of Improper Communication Channels by CO _____                   |
| 6. Absence of the Contractor's Supervisor _____ | 16. Air Force Personnel Performing Contractor Duties _____               |
| 7. Poor Documentation by Contractor _____       |  |
| 8. Contractor's Prior Experience _____          |  |
| 9. Adversary Relationship _____                 |  |
| 10. Change in Inspectors _____                  |  |

Additional Pertinent Facts: Kt delayed or didn't assert disagreement during performance

Comments: change order needed due to differing site conditions

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PERTINENT  
FACTS

## CASE REVIEW FORM

Lin \_\_\_\_\_  
Bill \_\_\_\_\_

ASBCA Case No. 20941641021 Date Case Heard 29 Jul 77  
 Name of Contractor BJ Larvin Lin Ktr Inc  
 Base Bergstrom TX Page No. 161798 Vol. No. 77-2  
 Paragraph No. 12317

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ N/A  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested ~1 (days) Awarded 0 (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil \_\_\_\_\_ Struc ☒  
 Area of the Country: Midwest Days Required 450 MAJCOM: TAC  
 Size of Contract: \$ 3,292,810 COE involvement Yes ☒ No \_\_\_\_\_  
 Type of Work (project): Construct A Commissary  
 Type of Work (Claim): Services Including Hardware & Plumbing Suppliers

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. _____                         | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                      | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                      | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____            | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____      | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____          | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                        | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____        | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____            | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____ | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                        | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: Delay due to supplier problems

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: A/E Firm slight supplier  
delay is not sufficient to cause the large delay which occurred

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CASE REVIEW FORM

Lin       
Bill   ✓  

ASBCA Case No. 21477 Date Case Heard July 19, 1977  
 Name of Contractor Spencer + Jones General Contractors  
 Base George, Calif. Page No. 61, 434 Vol. No. 77-2  
 Paragraph No. 12, 673

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 4174.28  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country:      Days Required      MAJCOM: TAC  
 Size of Contract: \$ 6,144 COE involvement Yes      No ✓  
 Type of Work (project): construct truck washrack  
 Type of Work (Claim): asphalt driveway

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>✓</u>                         | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>    </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>✓</u>                           | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Inadequate Site Investigation,  
Ktr failed to clarify ambiguity, Govt. Mgt. Issues

Comments: Requirement for asphalt on  
driveway was shown on drawings but not  
mentioned on specs.

## CASE REVIEW FORM

Lin ✓Bill    

ASBCA Case No.                      Date Case Heard 28 June 77  
 Name of Contractor Deppick Electric Co  
 Base Shaw AFB, SC Page No. 61305 Vol. No. 77-2  
 Paragraph No. 12643

CASE  
INFO

Entitlement     Both E&Q ✓ Dollar Amt. of Claim \$60,344.45  
 Who won? Govt. ✓ Ktr     Amount of award \$2732.76  
 Time Extension requested N/A (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr ✓ Mech     Civil     Struc      
 Area of the Country: SE Days Required 4/A MAJCOM: IDC  
 Size of Contract: \$ 195,700 COE involvement: Yes     No ✓  
 Type of Work (project): Replace Stand By Generator at Medical Fac  
 Type of Work (Claim): Value Engineering proposal for 1000KW generator

CLAIM  
CATEGORIES

- |  |   |
|--|---|
| 1. Ambiguous Specs. <u>   </u>                         | 14. Improper Liquidated Damages <u>   </u>            |
| 2. Omissions in Specs. <u>   </u>                      | 15. Inspector-caused Delay <u>   </u>                 |
| 3. Conflicts in Specs. <u>   </u>                      | 16. Inspector Acting Outside His Authority <u>   </u> |
| 4. Differences in Interpretation <u>   </u>            | 17. Inspector Improperly Rejecting Work <u>   </u>    |
| 5. Impossibility of the work described <u>   </u>      | 18. Inspector Improperly Directing Work <u>   </u>    |
| 6. Inaccurate tech. data in specs. <u>   </u>          | 19. Inspector Improperly Stopping Work <u>   </u>     |
| 7. Differing Site Conditions <u>   </u>                | 20. Fraud, Latent Defects, or Gross Errors <u>   </u> |
| 8. Changes in Specs. <u>   </u>                        | 21. CO Acting Improperly <u>   </u>                   |
| 9. Challenges in the "Or Equal" area <u>   </u>        | 22. CO Directing Addt'l Work <u>   </u>               |
| 10. Owner had superior knowledge <u>   </u>            | 23. CO Improperly Rejecting Work <u>   </u>           |
| 11. Failure to give access to the work site <u>   </u> | 24. Improper T for D <u>   </u>                       |
| 12. Poor Workmanship <u>   </u>                        | 25. Improper T for C <u>   </u>                       |
| 13. Overzealous inspection <u>   </u>                  | (continued)   |

Claim Categories(contd.)

Additional Claim Categories: Constructive change

Comments: Not claims costs associated with VEC and related purchases  
(there was a T for C)

PERTINENT  
FACTS

- |  |   |  |   |
|--|---|--|---|
| 1. Need for Change Order                     | — | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | — |
| 2. Poor Criteria at the<br>Start of Design   | — | 12. Change in the<br>Contractor's<br>Supervisor                          | — |
| 3. Need for Addendum                         | — | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | — |
| 4. Poor Documentation<br>by Inspector        | — | 14. Problems with<br>Government-Furnished<br>Equipment                   | — |
| 5. Inexperience of<br>Inspectors             | — | 15. Use of Improper<br>Communication<br>Channels by CO                   | — |
| 6. Absence of the<br>Contractor's Supervisor | — | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | — |
| 7. Poor Documentation by<br>Contractor       | ✓ |  |   |
| 8. Contractor's Prior<br>Experience          | ✓ |  |   |
| 9. Adversary Relationship                    | — |  |   |
| 10. Change in Inspectors                     | — |  |   |

Additional Pertinent Facts: Problems with approval of Ltr. initiated  
submittal

Comments: Problems were related with negotiation of terms  
for a T for C  
Architect / Eng. was used  
Contractor could not prove gov't had committed the  
constructive change

## CASE REVIEW FORM

Lin       
Bill ✓

ASBCA Case No. 20103 Date Case Heard May 4, 1977  
 Name of Contractor Sherkdale Construction Corp.  
 Base Macdill, FL Page No. 60,877 Vol. No. 77-2  
 Paragraph No. 12,553

CASE  
INFO

Entitlement ✓ Both E&Q      Dollar Amt. of Claim \$ 23,397.17  
 Who won? Govt. ✓ Ktr      Amount of award \$ N/A  
 Time Extension requested 76 (days) Awarded N/A (days)

PROJECT  
FEATURES

Design Discipline: Electr      Mech      Civil ✓ Struc       
 Area of the Country:      Days Required 180 MAJCOM: TAC  
 Siz. of Contract: \$ 87,787 COE involvement Yes      No ✓  
 Type of Work (project): repair lighting system  
 Type of Work (Claim): wells for drainage

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. <u>    </u>                         | 14. Improper Liquidated Damages <u>    </u>            |
| 2. Omissions in Specs. <u>    </u>                      | 15. Inspector-caused Delay <u>    </u>                 |
| 3. Conflicts in Specs. <u>    </u>                      | 16. Inspector Acting Outside His Authority <u>    </u> |
| 4. Differences in Interpretation <u>    </u>            | 17. Inspector Improperly Rejecting Work <u>    </u>    |
| 5. Impossibility of the work described <u>    </u>      | 18. Inspector Improperly Directing Work <u>    </u>    |
| 6. Inaccurate tech. data in specs. <u>    </u>          | 19. Inspector Improperly Stopping Work <u>    </u>     |
| 7. Differing Site Conditions <u>✓</u>                   | 20. Fraud, Latent Defects, or Gross Errors <u>    </u> |
| 8. Changes in Specs. <u>    </u>                        | 21. CO Acting Improperly <u>    </u>                   |
| 9. Challenges in the "Or Equal" area <u>    </u>        | 22. CO Directing Addt'l Work <u>    </u>               |
| 10. Owner had superior knowledge <u>    </u>            | 23. CO Improperly Rejecting Work <u>    </u>           |
| 11. Failure to give access to the work site <u>    </u> | 24. Improper T for D <u>    </u>                       |
| 12. Poor Workmanship <u>    </u>                        | 25. Improper T for C <u>    </u>                       |
| 13. Overzealous inspection <u>    </u>                  |  |

(continued)

Claim Categories(contd.)

Additional Claim Categories: \_\_\_\_\_

Comments: \_\_\_\_\_

- |  |       |  |       |
|--|-------|--|-------|
| 1. Need for Change Order                     | _____ | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors | _____ |
| 2. Poor Criteria at the<br>Start of Design   | _____ | 12. Change in the<br>Contractor's<br>Supervisor                          | _____ |
| 3. Need for Addendum                         | _____ | 13. CO Directs Change in<br>the Method or Manner<br>of Performance       | _____ |
| 4. Poor Documentation<br>by Inspector        | _____ | 14. Problems with<br>Government-Furnished<br>Equipment                   | _____ |
| 5. Inexperience of<br>Inspectors             | _____ | 15. Use of Improper<br>Communication<br>Channels by CO                   | _____ |
| 6. Absence of the<br>Contractor's Supervisor | _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties               | _____ |
| 7. Poor Documentation by<br>Contractor       | _____ |  |       |
| 8. Contractor's Prior<br>Experience          | _____ |  |       |
| 9. Adversary Relationship                    | _____ |  |       |
| 10. Change in Inspectors                     | _____ |  |       |

Additional Pertinent Facts: Inadequate site investigation

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERTINENT  
FACTS

## CASE REVIEW FORM

Lin \_\_\_\_\_  
Bill ☒

ASBCA Case No. 2003 Date Case Heard May 4, 1977  
 Name of Contractor Sherkdale Construction Corp.  
 Base Macdill, FL Page No. 60,877 Vol. No. 77-2  
 Paragraph No. 12,553

CASE  
INFO

Entitlement ☒ Both E&Q \_\_\_\_\_ Dollar Amt. of Claim \$ 3170  
 Who won? Govt. ☒ Ktr \_\_\_\_\_ Amount of award \$ N/A  
 Time Extension requested N/A (days) Awarded \_\_\_\_\_ (days)

PROJECT  
FEATURES

Design Discipline: Electr \_\_\_\_\_ Mech \_\_\_\_\_ Civil ☒ Struc \_\_\_\_\_  
 Area of the Country: \_\_\_\_\_ Days Required 180 MAJCOM: TAC  
 Size of Contract: \$ 87,787 COE involvement: Yes \_\_\_\_\_ No ☒  
 Type of Work (project): repair lighting system  
 Type of Work (Claim): "

CLAIM  
CATEGORIES

- |   |  |
|---|--|
| 1. Ambiguous Specs. _____                         | 14. Improper Liquidated Damages _____            |
| 2. Omissions in Specs. _____                      | 15. Inspector-caused Delay _____                 |
| 3. Conflicts in Specs. _____                      | 16. Inspector Acting Outside His Authority _____ |
| 4. Differences in Interpretation _____            | 17. Inspector Improperly Rejecting Work _____    |
| 5. Impossibility of the work described _____      | 18. Inspector Improperly Directing Work _____    |
| 6. Inaccurate tech. data in specs. _____          | 19. Inspector Improperly Stopping Work _____     |
| 7. Differing Site Conditions _____                | 20. Fraud, Latent Defects, or Gross Errors _____ |
| 8. Changes in Specs. _____                        | 21. CO Acting Improperly _____                   |
| 9. Challenges in the "Or Equal" area _____        | 22. CO Directing Addt'l Work _____               |
| 10. Owner had superior knowledge _____            | 23. CO Improperly Rejecting Work _____           |
| 11. Failure to give access to the work site _____ | 24. Improper T for D _____                       |
| 12. Poor Workmanship _____                        | 25. Improper T for C _____                       |
| 13. Overzealous inspection _____                  | (continued)                                      |

Claim Categories(contd.)

Additional Claim Categories: Delays

Comments: \_\_\_\_\_

PERTINENT  
FACTS

- |  |  |
|--|--|
| 1. Need for Change Order _____                     | 11. Lack of Coordination<br>Between the Contractor<br>and Subcontractors _____ |
| 2. Poor Criteria at the<br>Start of Design _____   | 12. Change in the<br>Contractor's<br>Supervisor _____                          |
| 3. Need for Addendum _____                         | 13. CO Directs Change in<br>the Method or Manner<br>of Performance _____       |
| 4. Poor Documentation<br>by Inspector _____        | 14. Problems with<br>Government-Furnished<br>Equipment _____                   |
| 5. Inexperience of<br>Inspectors _____             | 15. Use of Improper<br>Communication<br>Channels by CO _____                   |
| 6. Absence of the<br>Contractor's Supervisor _____ | 16. Air Force Personnel<br>Performing Contractor<br>Duties _____               |
| 7. Poor Documentation by<br>Contractor _____       |  |
| 8. Contractor's Prior<br>Experience _____          |  |
| 9. Adversary Relationship _____                    |  |
| 10. Change in Inspectors _____                     |  |

Additional Pertinent Facts: Ktr mis mgt

Comments: Delays due to:

1. Failure to order mat'ls in  
timely manner
2. Trouble w/ suppliers
3. Bad weather
4. restrictions imposed by  
base ops



**APPENDIX E**

**CASE INFORMATION, PROJECT FEATURES, CLAIM CATEGORIES  
AND PERTINENT FACTS RESULTING FROM THE DATA COLLECTION STEP**

A. Case Information

1. Basis of decision (entitlement/both entitlement and quantum)
2. Case outcome (government or contractor won case)
3. Amount of claim (\$)
4. Amount of award (\$)

B. Project Features

1. Design discipline
2. Area of the country
3. Major command
4. Size of contract (\$)
5. Type of work (project)
6. Type of work (claim)

C. Claim Categories

1. Delays
2. Ambiguous specifications
3. Omissions in specifications
4. Conflicts in specifications
- \* 5. Degree of performance required was beyond contractual requirements
- \* 6. Constructive change occurred
7. Contracting officer (CO) improperly rejecting work

\* These items were not on the case review form. They were added as "additional items."

8. Government failed to give access to the work site or provide utility service
- \* 9. Errors in design
10. Differing site conditions
11. Inspector acting outside his authority
- \*12. CO improperly withholding payment
- \*13. Misunderstanding of a submittal
- \*14. Overzealous inspection
- \*15. Nontimely performance of contractor duties
16. CO acting improperly

D. Pertinent Facts

1. Poor workmanship
- \* 2. Delay in asserting a disagreement during performance
- \* 3. Inadequate site investigation
- \* 4. Failure by contractor to read contract documents adequately
- \* 5. Incorrect sampling procedures
6. Inexperience of inspectors
7. Poor documentation by inspectors
- \* 8. Change in COs during project
9. Use of improper communication channels by CO
- \*10. Contractor personnel problems
11. Lack of coordination between contractor and sub-contractors
12. Contractor's previous experience

- \*13. Contractor reliance on trade practice as a guide
- \*14. Problems with warranty work
- \*15. Contractor failed to clarify patent ambiguities
- \*16. Government failed to perform services stated in contract
- 17. Absence of contractor's supervisor
- \*18. Problems with submittals
- \*19. Contractor delayed in taking necessary action
- 20. Contractor underestimated size of contract
- 21. Change of contractor's supervisors
- 22. Change in inspectors
- 23. Adversary relationship between contractor and government
- \*24. Problems with additive or bid schedule

APPENDIX F  
VARIABLE CODE LIST

<u>Code</u>	<u>Analysis Factor</u>
1	Basis of Decision
2	Claim Category
3	Design Discipline
4	Area of the Country
5	Major Command
6	Type of Work (Project)
7	Amount of Claim
8	Award Amount
9	Size of Contract

<u>Code</u>	<u>Subcategory</u>
1	Area of the Country: North-east U.S.
2	Area of the Country: South-east U.S.
3	Area of the Country: Midwest U.S.
4	Area of the Country: West U.S.
1	Major Command (MAJCOM): TAC

<u>Code</u>	<u>Subcategory</u>
1	Basis of Decision: Entitlement
2	Basis of Decision: Entitlement + Quantum
1	Claim Outcome: Contractor Won
2	Claim Outcome: Government Won
1	Design Discipline: Electrical
2	Design Discipline: Mechanical
3	Design Discipline: Civil
4	Design Discipline: Structural

2	MAJCOM: SAC
3	MAJCOM: MAC
4	MAJCOM: Other
1	Type of Work (Project): New Construction
2	Type of Work (Project): Additions
3	Type of Work (Project): Alterations
4	Type of Work (Project): Repairs
1	Claim Amount less than \$5000

<u>Code</u>	<u>Subcategory</u>
2	Claim Amount Between \$5,000 and \$20,000
3	Claim Amount Between \$20,000 and \$50,000
4	Claim Amount Over \$50,000
1	Award Amount Less Than \$1,000
2	Award Amount Between \$1,000 and \$10,000
3	Award Amount Over \$10,000
1	Size of Contract Less Than \$100,000
2	Size of Contract Between \$100,000 and \$1 Million
3	Size of Contract Over \$1 Million

<u>Code</u>	<u>Claim Category</u>
1	Delays
2	Error in Design
3	Differing Site Conditions
4	Changes
5	Ambiguous Specifications
6	Omissions or Conflicts in Specifications
7	Contracting Officer Acting Improperly

<u>Code</u>	<u>Pertinent Facts</u>
0	No Pertinent Facts
1	Contractor Failure to Read the Contract Documents Adequately
2	Inadequate Site Investigation
3	Contract Delay in Taking Necessary Actions
4	Contractor Problems with Additives or Bid Schedule
5	Contractor Underestimated the Size of the Job
6	Problems with Warranty Work
7	Government Management
8	Contractor Management Activities
9	Contractor Reliance on Previous Experience or Trade Practice as a Guide
10	Problems with Submittals

**APPENDIX G**  
**FULL TITLES FOR CODES USED IN COMPUTER**



<u>Code Name</u>	<u>Full Title</u>
ADDITIVE	Additive
ADDTN	Additions Projects
ALTER	Alterations Projects
AMBIG	Ambiguous Specification Claims
BOTH	Both Entitlement and Quantum
CHANGES	Changes Claims
CIVIL	Civil Engineering Projects
COPROB	Contracting Officer Problem Claims
DELAY	Delay Claims
DIFFSC	Differing Site Conditions
ELEC	Electric Engineering Projects
ENTLMT	Entitlement Only
ERROR	Error Claims
FAILREAD	Failure of Contractor to Read Specifications Adequately
FR1T10T	Award Amounts from \$1,000 to \$10,000
FR5T20T	Claim Amounts from \$5,000 to \$20,000
FR20T50T	Claim Amounts from \$20,000 to \$50,000
FR100T1M	Contract Size from \$100,000 to \$1 Million
GOVT	Government Won Cases
GOVTMG	Government Management-Related Problems
KTR	Contractor Won Cases
KTRDELAY	Contractor Caused Delays
MECH	Mechanical Engineering Projects
KTREXP	Contractor's Experience
KTRMG	Contractor Management-Related Problems
MIDWEST	Projects in Midwestern United States
MAC	Projects in MAC
NE	Projects in Northeastern United States
NEWCONST	New Construction Projects
NONE	No Pertinent Facts Found in Case Related to the Claim
OMISS	Omission/Conflict Claims
OTHER	Other Major Commands
OVER10T	Award Amounts Over \$10,000
OVER50T	Claim Amounts Over \$50,000
OVER1MIL	Contract Size Over \$1 Million
REPAIR	Repair Projects
SAC	SAC Projects
SE	Projects in Southeastern United States
SITEINV	Inadequate Site Investigation by Contractor Prior to Bidding
STRUC	Structural Projects
SUBMITTAL	Problems Related to Submittals
TAC	TAC Projects

Code Name

Full Title

UNDEREST

Contractor Underestimates the Magni-  
tude of the Project

UNDER1T

Award Amounts Under \$1,000

UNDER5T

Claim Amounts Under \$5,000

UND10CT

Contract Size Under \$100,000

WARRANTY

Warranty Related Problem

WEST

Projects in the Western United States

APPENDIX H  
THREE-WAY TABLES (COMPUTER PRINTOUTS)



TABLE H-2

## THREE-WAY CONTINGENCY TABLE FOR BASIS OF DECISION

THE FOLLOWING TABLE IS ANALYZED.

SC	S	C	I	PF	WONE	FAIL/READ SITE/INV	MTRO/CLAY	POSITIVE	UNDERES	WARRANTY	GOV/NGT	KT/NGT	SUBS/L
ENTLNT	DELY	I	I	0	3	0	0	0	0	0	1	1	0
	ENROR	I	I	0	0	0	0	0	0	0	0	0	0
	DIFFSC	I	I	0	0	0	0	0	0	0	0	0	0
	CHANGES	I	I	0	0	0	0	0	0	0	0	0	0
	AMTIB	I	I	0	0	0	0	0	0	0	0	0	0
30TH	OMISS	I	I	0	0	0	0	0	0	0	0	0	0
	COPROB	I	I	0	0	0	0	0	0	0	0	0	0
	DELY	I	I	0	0	0	0	0	0	0	0	0	0
	ENROR	I	I	0	0	0	0	0	0	0	0	0	0
	DIFFSC	I	I	0	0	0	0	0	0	0	0	0	0
FOR ANALYSIS	CHANGES	I	I	0	0	0	0	0	0	0	0	0	0
	AMTIB	I	I	0	0	0	0	0	0	0	0	0	0
	OMISS	I	I	0	0	0	0	0	0	0	0	0	0
	COPROB	I	I	0	0	0	0	0	0	0	0	0	0
	DELY	I	I	0	0	0	0	0	0	0	0	0	0

THE TOTAL FREQUENCY IS 126

TABLE H-3

## THREE-WAY CONTINGENCY TABLE FOR DESIGN DISCIPLINE

THE FOLLOWING TABLE IS ANALYZED.

SC	S	CC	C	I	PF	NONE	PREBID	MTODELAY	ADDITIVE	UNDERS	WARRANTY	GOVTNGT	MTNGMT	MTREXP	SUMML
ELEC		DELAY	I	1	0	0	0	0	0	0	0	0	1	0	0
		ERROR	I	0	0	0	0	0	0	0	0	0	0	0	1
		DIFPSC	I	0	3	0	0	0	0	0	1	0	0	0	0
		CHANGES	I	0	0	0	0	0	0	0	0	0	1	0	2
		AMBIG	I	0	4	0	0	0	0	0	0	0	1	1	0
		OMISS	I	0	0	0	0	0	0	0	0	0	0	0	0
MECH		COPJOB	I	1	0	0	0	0	0	0	0	0	1	0	0
		DELAY	I	0	0	0	0	1	0	0	0	0	0	0	0
		ERROR	I	0	0	0	0	0	0	0	0	0	0	0	0
		DIFPSC	I	0	0	0	0	0	0	0	0	0	1	0	0
		CHANGES	I	1	0	0	0	0	0	0	0	0	1	0	0
		AMBIG	I	0	4	0	0	0	1	1	0	0	1	0	0
CIV		OMISS	I	0	0	0	0	0	0	0	0	0	0	0	0
		COPJOB	I	1	0	0	0	1	0	0	0	0	0	0	0
		DELAY	I	1	0	0	0	1	0	0	0	1	1	0	0
		ERROR	I	0	0	0	0	0	0	0	0	0	1	0	0
		DIFPSC	I	2	5	1	0	0	0	0	0	0	0	0	0
		CHANGES	I	0	0	0	0	0	0	0	0	0	1	0	0
STRUCT		AMBIG	I	0	2	0	0	0	0	0	0	2	1	2	0
		OMISS	I	0	3	0	0	0	0	0	0	0	1	0	0
		COPJOB	I	0	0	0	0	0	1	1	0	0	2	0	0
		DELAY	I	1	0	0	0	7	0	0	0	1	1	0	1
		ERROR	I	0	2	0	0	0	0	0	2	0	3	1	1
		DIFPSC	I	2	1	0	0	0	0	0	0	1	0	0	0
		CHANGES	I	3	0	0	0	0	0	0	0	3	3	2	0
		AMBIG	I	0	10	0	0	0	2	0	0	0	0	0	0
		OMISS	I	1	3	0	0	0	0	0	0	0	0	0	0
		COPJOB	I	1	0	0	0	0	0	1	0	0	1	1	0
		DELAY	I	1	0	0	0	0	0	0	0	3	3	1	2
		ERROR	I	1	0	0	0	0	0	0	0	0	0	0	0

FOR ANALYSIS: 500 IS ADDED TO EACH CELL ABOVE

THE TOTAL FREQUENCY IS 135

TABLE H-4

## THREE-WAY CONTINGENCY TABLE FOR AREA OF THE COUNTRY

THE FOLLOWING TABLE IS ANALYZED.

SC	S	CC	C	I	PF	NONE	FAILREAD	SITEIN	MTREDELAY	ADDDITIVE	UNDEER'S	WARRANTY	GOVTNGT	KIRNGT	KIREXP	SURMTL
NE		DELAY	I	I	0	0	0	0	1	0	0	0	0	1	0	0
		ERROR	I	I	0	0	0	0	0	0	0	0	0	0	0	1
		DIFFSC	I	I	1	0	0	2	1	0	0	0	0	0	0	0
		CHANGES	I	I	2	0	0	0	0	0	0	0	0	1	0	0
		AMBIG	I	I	0	2	1	0	0	0	0	0	0	0	0	0
SE		OMISS	I	I	0	0	0	0	0	1	0	0	0	0	2	0
		COPROB	I	I	0	0	0	0	0	0	0	0	0	0	0	0
		DELAY	I	I	0	0	0	0	0	0	0	0	0	1	0	0
		ERROR	I	I	0	1	0	0	0	0	0	0	1	1	0	0
		DIFFSC	I	I	1	0	1	0	0	0	0	1	0	1	1	1
NIOVEST		CHANGES	I	I	1	0	0	0	0	0	0	0	0	0	0	0
		AMBIG	I	I	0	3	1	0	0	0	0	0	0	2	0	1
		OMISS	I	I	1	1	0	0	0	0	0	0	0	0	0	0
		COPROB	I	I	3	0	0	0	0	0	1	0	0	0	1	0
		DELAY	I	I	2	0	0	0	2	0	0	0	1	0	0	1
WEST		ERROR	I	I	0	0	0	0	0	0	0	0	0	0	0	0
		DIFFSC	I	I	1	2	0	0	0	0	0	0	2	1	1	0
		CHANGES	I	I	1	0	0	0	0	0	0	0	0	1	1	0
		AMBIG	I	I	0	0	0	0	0	0	2	1	0	0	3	0
		OMISS	I	I	0	2	0	0	0	0	0	0	0	0	1	0
WEST		COPROB	I	I	0	0	0	0	1	0	0	0	0	0	0	1
		DELAY	I	I	1	0	0	0	0	0	0	0	0	0	0	0
		ERROR	I	I	0	1	0	0	0	0	0	1	0	1	0	0
		DIFFSC	I	I	1	0	0	0	0	0	0	0	0	0	0	0
		CHANGES	I	I	0	0	0	0	0	0	0	0	0	0	0	0
WEST		AMBIG	I	I	0	0	0	0	0	0	0	0	0	1	2	0
		OMISS	I	I	0	0	0	0	0	0	0	0	0	0	0	0
		COPROB	I	I	0	3	0	0	0	1	0	0	0	2	0	0
		DELAY	I	I	0	0	0	0	0	0	1	0	0	0	0	0
		ERROR	I	I	0	0	0	0	0	0	0	0	0	0	0	0

FOR ANALYSIS, .500 IS ADDED TO EACH CELL ABOVE

THE TOTAL FREQUENCY IS 125

TABLE H-5

THE FOLLOWING TABLE IS ANALYZED.

\*\*\*\*\*  
 \*\*\*FOR ANALYSIS. : .500 IS ADDED TO EACH CELL ABOVE  
 \*\*\*\*\*

THE TOTAL FREQUENCY IS. 125



TABLE H-6

THREE-WAY CONTINGENCY TABLE FOR THE TYPE OF WORK/PROJECT

THE FOLLOWING TABLE IS ANALYZED.

SC	S	CC	C	I	PF	NONE	FAIL	HEAD	SITE	IN	MT	DELAY	ADDITIVE	UNDERES	WARRANTY	COUNT	MT	REXP	SUB	TL
NEWCONST	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
ADDN	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
ALTER	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
REPAIR	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I

FOR ANALYSIS, .500 IS ADDED TO EACH CELL ABOVE  
THE TOTAL FREQUENCY IS 128

TABLE H-7

## THREE-WAY CONTINGENCY TABLE FOR AMOUNT OF CLAIM

THE FOLLOWING TABLE IS ANALYZED.

SC	S	CC	C	I	PF	(P)	FAILREAD	SITING	KTRDELAY	ADDITIVE	UNDERS	WARRANTY	GOVINGT	KTRNGT	KTRXP	SUBMTL
UNDERST	I	DELAY	I	1	0	0	0	2	0	0	0	0	1	2	0	1
		ERROR	I	1	0	0	0	0	0	0	0	1	0	2	0	1
		DIFFSC	I	1	1	0	2	0	0	0	0	0	0	0	1	0
		CHANGES	I	1	0	0	0	0	0	0	1	0	0	1	1	1
		AMBIG	I	0	0	3	1	0	0	0	0	0	1	0	2	0
FRST20T	I	OMISS	I	0	0	1	1	0	0	0	0	0	0	1	0	0
		COPROB	I	0	0	0	0	0	0	0	0	0	0	0	0	0
		DELAY	I	1	0	0	0	0	0	0	0	0	0	0	0	0
		ERROR	I	1	0	0	0	0	0	0	0	0	0	0	0	0
		DIFFSC	I	1	0	0	1	0	0	0	0	0	0	1	0	0
FR20TSOT	I	CHANGES	I	1	0	0	0	0	0	0	1	0	1	0	1	0
		AMBIG	I	0	0	3	0	0	0	1	0	0	0	2	1	0
		OMISS	I	0	0	0	0	0	0	0	0	0	0	0	0	0
		COPROB	I	0	0	0	0	0	0	0	0	0	1	2	0	0
		DELAY	I	0	0	0	0	1	0	0	0	0	0	0	0	0
OVERSOT	I	ERROR	I	0	0	1	0	0	0	0	0	0	0	0	0	0
		DIFFSC	I	0	0	1	3	1	0	0	0	1	1	2	0	1
		CHANGES	I	2	0	0	0	0	0	0	0	0	1	1	0	0
		AMBIG	I	0	0	4	1	0	1	1	1	0	0	1	0	0
		OMISS	I	0	0	2	0	0	0	0	0	0	0	1	1	0
OVERSOT	I	COPROB	I	2	0	0	0	1	1	1	1	0	0	0	0	1
		DELAY	I	0	0	0	0	0	0	0	0	0	0	0	0	0
		ERROR	I	0	0	0	0	0	0	0	0	0	0	0	0	0
		DIFFSC	I	1	0	0	1	0	0	0	0	0	1	0	0	0
		CHANGES	I	0	0	0	0	0	0	0	0	0	1	0	0	0
OVERSOT	I	AMBIG	I	0	0	0	0	0	0	1	0	0	0	0	0	1
		OMISS	I	0	0	0	0	0	0	0	0	0	0	0	1	0
		COPROB	I	0	0	0	0	0	0	0	0	0	0	0	0	0
		DELAY	I	0	0	0	0	0	0	0	0	0	0	0	0	0
		ERROR	I	0	0	0	0	0	0	0	0	0	0	0	0	0

FOR ANALYSIS: .500 IS ADDED TO EACH CELL ABOVE  
THE TOTAL FREQUENCY IS 94

TABLE H-8

THREE-WAY CONTINGENCY TABLE FOR SIZE OF CONTRACT

THE FOLLOWING TABLE IS ANALYZED.

SC	S	C	I	PF	WOME	FAILSAFE SITEINV	MTDELA	ADDTIVE UNDER'S	WARRANTY	GOVTNGT	MTNGST	KTREXP	SUDAYL
UNDERLST	DELAY	I	1	0	0	0	0	0	0	0	0	0	1
	ERRR	I	1	0	0	0	0	0	0	0	0	0	0
	DIFFSC	I	1	0	0	0	0	0	0	0	0	0	0
	CHANGES	I	2	0	0	0	0	0	0	0	0	0	0
	AMBIG	I	0	0	0	0	0	0	0	0	0	0	0
	OMISS	I	0	0	0	0	0	0	0	0	0	0	0
FRIGSTIN	DELAY	I	2	0	0	0	0	0	0	0	0	0	1
	ERRR	I	2	0	0	0	0	0	0	0	0	0	0
	DIFFSC	I	1	0	0	0	0	0	0	0	0	0	0
	CHANGES	I	2	0	0	0	0	0	0	0	0	0	0
	AMBIG	I	0	0	0	0	0	0	0	0	0	0	0
	OMISS	I	0	0	0	0	0	0	0	0	0	0	0
OVERINIL	DELAY	I	1	0	0	0	0	0	0	0	0	0	0
	ERRR	I	0	0	0	0	0	0	0	0	0	0	0
	DIFFSC	I	1	0	0	0	0	0	0	0	0	0	0
	CHANGES	I	0	0	0	0	0	0	0	0	0	0	0
	AMBIG	I	0	0	0	0	0	0	0	0	0	0	0
	OMISS	I	1	0	0	0	0	0	0	0	0	0	0

FOR ANALYSIS: .500 IS ADDED TO EACH CELL ABOVE

THE TOTAL FREQUENCY IS 107

**APPENDIX I**  
**OTHER SOURCES OF AIR FORCE**  
**CONSTRUCTION CONTRACT INFORMATION**

### The Design and Construction System (DEACONS)

The DEACONS program is a computerized management information system which is managed by Air Force Construction (USAF/LEECC), with terminals at most major command headquarters and Air Force Regional Civil Engineer (AFRCE) offices. It maintains status information on Major Construction Program (MCP) projects, as well as selected other projects (such as non-appropriation funded projects) which are expensive or unique enough to warrant high-level monitoring (2). DEACONS is mainly an Air Force program, although some Air National Guard and Air Force Reserve projects are kept in the system.

### Capabilities of the System

The information in DEACONS is on the structure of the old Air Force Form 1959, which was updated at base level to reflect project status for the types of projects now maintained in DEACONS. DEACONS includes all of the 1959 data items, with a few additions (see Table I-1 for a partial listing). DEACONS information is updated by the MAJCOMs and AFRCEs, through their terminals. Information in DEACONS covers the entire life of the project, from initial design authorization to financial completion.

Old projects, which were initiated prior to the

TABLE I-1

PARTIAL LIST OF DEACONS DATA ITEMS\*

Project Description

Installation

MAJCOM

Size of Project

Design Agent

Construction Agent

Type of Design

- Design Dates: Scheduled versus Actual
- Costs: Scheduled versus Actual

Government Cost Estimates for design and construction costs.  
Includes basic costs and basic costs plus additives.

Bid Information

- Number Received
- Dollar Amounts of those received
- Low Bidder, 2nd Lowest Bidder, Highest Bidder

Additives

- Description
- Bids versus Award

Award Date: Anticipated versus Actual

Bid Remarks

Construction Time: Estimated versus Actual

\* Adapted from a description of the DEACONS system  
supplied to the authors by AFLC/DEEC.

TABLE I-1 - Continued

Changes

- Reasons for Change
- Description of Change
- Number of Changes
- Cost of Changes

Beneficial Occupancy Date

Liquidated Damages

Number of Pending Claims

establishment of DEACONS (1981), are handled either one of two ways (2). If the project is not complete, the 1959-type information is transferred to a DEACONS file. If the project is complete, its final status information is transferred to a "history tape." The history tape is a record of old projects, going back as far as ten years, which is maintained on a time-sharing computer system in San Antonio, Texas.

To gain information from DEACONS, the user develops his own program which extracts and inputs data in a set format and sequence. Later, by using commands associated with that program, he can get information designed to answer narrow questions (on a single program), or wide-scope questions (on the status of many projects). For example, if the user wished to obtain information on all projects with more than four change orders, he could develop a command for "four change orders," based on the program he had developed. For single projects, it is a useful way of obtaining a complete record of the history of an entire area, such as design progress or work completion schedule.

#### Deficiencies of DEACONS

As of March 1982, DEACONS had not been successfully implemented in its entirety (5). There were several major commands that had not yet received a DEACONS terminal. Those which had a terminal were forced to restrict their



input time to as little as two hours per week. Also, the DEACONS system appears to suffer from some of the same restrictions which hurt the 1959 system: a lack of serious support at lower levels of command. Finally, the time-sharing program for the history tape makes access to information on older cases difficult.

#### Contract Folder

The contract folder is maintained by the contracting officer. Unlike DEACONS, which is restricted by certain kinds of projects, contract folders are prepared by COs for every construction contract which is done at a particular base. The purpose of the folder is to gather information which the contracting officer might need to administrate the contract.

The folder is divided into six sections (see Table I-2). The six sections are organized along the chronological line of the stages of the project. Any pertinent information from each stage of the project is entered into the applicable section of the folder. For example, bidding information goes in section A of the folder.

When a project (contract) is completed, the contract folder is usually kept in storage for up to eight years, and then destroyed. This points out one of the weaknesses of using contract folders for construction contract research. Retaining contract information through physical storage is

TABLE I-2

SELECTED CONTRACT FOLDER ITEMS\*

Section A: PRE-CONTRACT DOCUMENTS

- Number of contracts held by the contractor who won the last six months
- Dollar amount of bids submitted by each bidder
- Length of Contract
- Government Price Estimate
- Submittal Checklist
- Breakout of Liquidated Damages rates

Section B: CONTRACT AND MODIFICATIONS

- Whether or not it is a multiple procurement contract
- Labor Surplus Area data
- Type of Contract

Section C: CORRESPONDENCE

- Contract Administrators
- Project Engineers
- Performance Dates
- Notice-to-Proceed Date
- Date Submittals are Due
- Performance Period
- Cost Breakdown

Section D: CONTRACT PROGRESS DOCUMENTS

- Contract Progress Schedule
- Contract Progress Report

Section E: PAYROLL, LABOR COMPLIANCE, AND PAYMENT RECORDS

Section F: DRAWINGS

\* Adapted from AFLC Form 295, April 1979.

more difficult than through a computerized system (such as JURIS or DEACONS).

Another weakness of contract folders as a research source is that the researcher must travel to the particular base where a project took place in order to examine the folder on that project. Unless the researcher is willing to travel extensively, he will not be able to perform a suitable comparison of projects across the Air Force.

The contents of contract folders do not vary extensively from contract to contract. There is a standard list of items which serves as the table of contents for each folder (AFLC Form 295, April 1979). Although some items might be absent when the projects are smaller and do not require extensive documentation, the general structure of the contract folder will not change.

#### Project Folders

The project folders are somewhat similar to the contract folder. However, project folders are maintained by civil engineering personnel in the Engineering section. Since the responsibility for maintaining documentation on a contract falls mostly on the contracting officer (associated with the fact that the contracting officer bears ultimate responsibility for insuring that the project is successfully completed by the contractor), the project folders are usually not as comprehensive or as uniform as the contract folders.

With the exception of some formal requirements, the items in the project folder vary from project to project, according to the style and customs of the particular project engineer or inspector who prepared the folder. The project folder contents are, however, slanted towards inspection status reports, correspondence between Engineering and the contractor, and other documents relating to the specifications and drawings. Records of meetings between the contractor and government engineer or inspector are often included as well. Finally, a copy of the "boiler plate" (standard introductory section of the specifications) and the specifications are often included in the project folders.

The life span of a project folder is very unpredictable. Some folders may be discarded immediately after the contract has been completed; others might be held for a year, while still others might be held for up to seven years. This characteristic, as well as those listed above, make the project folders fairly unsuitable for use as a source of construction contract research information. Also, the project folders share some undesirable characteristics with the contract folders: they are not computerized and require extensive travelling to gather Air Force-wide information.

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